

Addressing Priority Populations in Tobacco Control

Pilot Projects

Request for Applications TCS 05- 102

May 6, 2005

**California Department of Health Services
Tobacco Control Section**

MS 7206

P.O. Box 997413

Sacramento, CA 95899-7413

<http://www.dhs.ca.gov/tobacco>

(916) 449-5500

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I. INTRODUCTION

A. Purpose

The purpose of this Request for Applications (RFA) is for the California Department of Health Services, Tobacco Control Section (CDHS/TCS), to: 1) fund multiple community planning grants that will address tobacco control at the local level in Priority Population communities; and 2) continue funding the planning grants to implement a two-year intervention plan. Grantees will serve as pilot projects and will be expected to complete two phases:

Phase I: October 1, 2005 to June 30, 2006

Conduct a community level tobacco control needs assessment utilizing the CDHS/TCS *Communities of Excellence for Priority Populations (CXPP) Planning Guide* and develop a two-year intervention plan to address the community's tobacco control needs. Phase I of the program is a fixed cost project. *Applicants may request a draft copy of the guide by contacting Karen Aschenbrenner, CDHS/TCS at (916) 449-5483 or by e-mail at kaschenb@dhs.ca.gov.*

Phase II: July 1, 2006 to June 30, 2008

Implement a two-year intervention plan that consists of a Scope of Work (SOW), Budget, and Budget Justification.

The six Priority Population groups to be targeted are:

- African American (AA)
- American Indian/Alaska Native (AI/AN)
- Asian and Pacific Islander (API)
- Hispanic/Latino (H/L)
- Lesbian, Gay, Bisexual, and Transgender (LGBT)
- Low Socioeconomic Status (SES)

Applicants funded under this RFA must demonstrate successful completion of a community needs assessment and submission of a two-year SOW, Budget, and Budget Justification in order to be eligible for Phase II funding.

Only Phase I participants will be eligible for Phase II funding. Implementation of the Phase II SOW, Budget, and Budget Justification will be a cost reimbursement project. Phase II application instructions will be provided to the Phase I planning grantees in March 2006, and will be due in April 2006.

B. Background on Proposition 99 Funding

In November 1988, California voters approved the passage of the Tobacco Tax and Health Protection Act of 1988, also known as Prop 99. This referendum increased the state cigarette tax by 25 cents per pack and added an equivalent amount on other tobacco products. The new revenues were earmarked for programs to reduce

smoking, to provide health care services to indigents, to support tobacco-related research, and to fund resource programs for the environment. The money is deposited by using the following formula: 20 percent is deposited in the Health Education Account (HEA); 35 percent in the Hospital Services Account; 10 percent in the Physician Services Account; 5 percent in the Research Account; 5 percent in the Public Resources Account; and 25 percent in the Unallocated Account (Revenue and Taxation Code 30124).

HEA funds both community and school-based health education programs to prevent and reduce tobacco use and is jointly administered by CDHS/TCS and the California Department of Education (CDE). Currently, CDHS/TCS receives approximately two-thirds of the funding and CDE receives approximately one-third of the funding available in HEA. CDHS/TCS is responsible for supporting a statewide tobacco control program, one of the largest public health interventions of its kind ever initiated, nationally or internationally. CDHS/TCS provides funding for 61 local lead agencies (LLA), competitively selected community-based organizations, a statewide media campaign, and an extensive evaluation of the entire CTCP. CDE administers school-based funding to grades four through eight based on an allocation method and to high schools through a competitive grant program.

The enabling legislation for Prop 99 includes Assembly Bill (AB) 75 (Chapter 1331, Statutes of 1989), AB 99 (Chapter 278, Statutes of 1991), AB 816 (Chapter 195, Statutes of 1994), AB 3487 (Chapter 199, Statutes of 1996), Senate Bill (SB) 99 (Chapter 1170, Statutes of 1991), SB 960 (Chapter 1328, Statutes of 1989), SB 493 (Chapter 194, Statutes of 1995); the annual State Budget; Health and Safety (H&S) Code Sections 104350-104480, 104500-104545; and the Revenue and Taxation Code Sections 30121-30130. The enabling legislation, the various codes, and the annual State Budget, provide legislative and funding authority for programs administered by CDHS/TCS to:

- Conduct health education interventions and behavior change programs at the state level, in the community and in other non-school settings.
- Apply the most current research and findings.
- Give priority to programs that demonstrate an understanding of the role community norm change has in influencing behavioral change regarding tobacco use.

A full description of the CTCP can be found in Appendix A.

C. Priority Populations to be Addressed in this RFA

While California has experienced numerous successes and has become a leader in tobacco control, there are still many communities within California experiencing an unfair burden brought on by disparities in tobacco use. These disparities exist within populations that CDHS/TCS refers to as “Priority Populations.” For the purpose of this RFA, CDHS/TCS is seeking applications to specifically address the following populations: AA, AI/AN, API, H/L, LGBT, and Low SES.

As a point of clarification, CDHS/TCS acknowledges disparities exist within other populations, such as labor and the military. It is our intent to conduct formative research on other population groups and incorporate them into the CXPP Planning Guide if appropriate and resources are available. Therefore, at this time, only the six priority population groups identified below are eligible for this RFA.

1. African American

Smoking prevalence is higher in California's AA adult population than in the state's population as a whole. Possible factors include intense marketing by the tobacco industry, and societal factors such as stress and the use of tobacco in social settings. The tobacco industry markets heavily to the AA community, has infiltrated the world's of AA business and politics, and buys the support of the community through extensive sponsorship of cultural, educational, and entertainment events. Smoking-related illnesses are the number one cause of death in the AA community, surpassing all other causes of death, including acquired immune deficiency syndrome (AIDS), homicide, diabetes, and accidents.

- According to the California Tobacco Survey (CTS) in 2002:
 - Adult AAs showed a smoking prevalence rate of 19.0 percent.
 - Both AA men and women had higher smoking rates (21.4 percent and 17 percent respectively) than their counterparts in non-Hispanic White, Hispanic, and API populations.
 - AA men and women also reported the highest daily smoking prevalence compared to other ethnic/racial groups.
- Nationally, AA men have the highest lung cancer incidence and mortality rates:
 - Incidence rate (1997-2001) was 117.2 new cases per 100,000.
 - Mortality rate (1997-2001) was 104.1 deaths per 100,000.
- Nationally, the lung cancer mortality rate for AA men was approximately 36 percent higher than the rate observed for non-Hispanic White men.
- Nationally, the male lung cancer incidence rate was approximately 50 percent higher in AAs than in non-Hispanic Whites, 160 percent higher than in Hispanics, 94 percent higher than in APIs, and about 130 percent higher than in AI/AN.
- More than 70 percent of AA smokers prefer menthol cigarettes compared to 30 percent of white smokers. The marketing of menthol cigarettes has been targeted to AAs since the 1940s. Smoking mentholated cigarettes increases the absorption of carbon monoxide, which may contribute to the higher tobacco-related morbidity rates experienced by AA smokers.
- According to a 2002 survey, 85.7 percent of AA households that had children and adolescents in the home had a total ban on smoking in the home, a 20 percent relative increase from 1993.

2. American Indian/Alaska Natives

Nationally, 40 percent of adult AI/ANs are smokers; this is the highest rate of commercial tobacco use among every age, ethnic group, and gender category. Cardiovascular disease is the leading cause of death among AI and lung cancer is the leading cause of cancer death. Tobacco use is a major risk factor for both diseases. The tobacco industry heavily targets AI by using AI images and cultural symbols in their advertising. In addition, the tobacco industry has infiltrated the AI community by sponsoring cultural events such as pow wows and rodeos.

- Based on the 2001 California Health Interview Survey (CHIS), AIs had the highest prevalence rate among major race/ethnic groups at about 30 percent. Both AI men and women had similarly high smoking prevalence.
- Nationally, 14 percent of AI/AN males and 2 percent of AI/AN females use smokeless tobacco.
- AI youth tend to initiate smokeless tobacco use at an earlier age and at higher levels than the remainder of the United States (U.S.) population. A study of U.S. Indian Health Service sites in six cities found the rate of current smokeless tobacco use among sixth grade AI students (28.1 percent) to be higher than other racial/ethnic groups (3.3 percent).
- In a national survey, AI/AN youth were more likely than other racial/ethnic groups to smoke cigarettes during the last month. Studies vary in estimating the current AI/AN youth smoking rate to be between 30 percent and 50 percent.

3. Asian and Pacific Islanders

Smoking harms the health and well-being of California's API population. Some factors affecting tobacco use in this population are: 1) immigration from countries of origin in which smoking is an acceptable social norm; 2) targeting by the tobacco industry; 3) a shortage of culturally competent and language appropriate cessation services; and 4) language barriers that impede the understanding of anti-tobacco messages. An important factor to keep in mind is that although overall prevalence may seem relatively low, very high prevalence rates do exist within subpopulations of the API population.

- According to the 2001 CHIS:
 - Korean-American males had a smoking prevalence of 35.9 percent.
 - Vietnamese-American males had a smoking prevalence of 31.6 percent.
 - Pacific Islander males had a smoking prevalence of 32.3 percent.
- China is the world's leading consumer of cigarettes as 31 percent of its population smokes.
- Although the overall smoking rate for Asian women is low, their rate increases as they become more acculturated.

- The tobacco industry heavily markets to the API population by featuring Asian women in traditional make-up and dress, portraying them as mysterious and exotic.

4. Hispanic/Latinos

California's H/L population is the largest of any state. California's H/L residents, totaling almost 11 million people, account for more than 32 percent of the state's population. Smoking continues to have health and economic consequences for H/Ls. Reasons for tobacco use include cultural norms in which smoking is acceptable, and heavy population-specific targeting by the tobacco industry. The tobacco industry has heavily infiltrated the community by sponsoring cultural events, placing ads, and providing financial support for Hispanic publications; and supporting economic and business interests, such as the Hispanic Chambers of Commerce. Other factors include language barriers that impede the anti-tobacco message, and limited culturally sensitive and language appropriate cessation services. H/Ls are very diverse and are from multiple countries of origin; prevalence rates vary greatly by country of origin.

- Adult smoking prevalence among California's adult H/L population was 13.1 percent in 2004. This rate is lower than the overall adult prevalence rate of 15.4 percent (2004).
- Hispanic males smoke at nearly 2.5 times the rate of Hispanic women.
- Hispanic women who speak English at home are significantly more likely to smoke.
- There are no significant gender and generational differences in attitudes toward tobacco use.
- In 2002, Hispanics were slightly less likely to report a smoke-free workplace. This difference is significant when compared to non-Hispanic whites.
- The tobacco industry is making a concerted effort to target the H/L community. For example; in 2001, Philip Morris ranked tenth among the top U.S. Hispanic market advertisers (gross media expenditures equal \$25 million) contrasted with 2002, Philip Morris increased their spending by 156 percent to become the second largest Hispanic market advertiser (gross media expenditures equal \$64 million).
- According to the 2004 California Student Tobacco Survey, H/L high school students reported a smoking prevalence of 13.5 percent.

5. Lesbian, Gay, Bisexual, and Transgender

California is home to a large percentage of the country's LGBT population. Evidence strongly suggests that smoking prevalence is greater in LGBT communities than in the general population. There are numerous factors that lead to heavy tobacco use in the LGBT population: cigarettes are used as a social tool that facilitates people meeting one another; cigarettes are used for emotional support; and the tobacco industry heavily targets and has infiltrated

this community. In fact, the LGBT community maintains a strong loyalty to the tobacco industry as they were one of the first industries to sponsor LGBT events and business ventures during the initial phases of the AIDS epidemic. The tobacco industry continues to maintain significant sponsorship activities within the community. Privacy issues and fear of discrimination may hamper tobacco control efforts as well as a lack of research and culturally appropriate interventions. Expanded outreach and greater access to culturally competent cessation services is needed.

- Smoking prevalence in the LGBT population (30.4 percent) is almost double that of the general population (16.2 percent), according to a 2003 statewide LGBT survey in California.
- In California, about 70 percent of LGBT smokers are light smokers (smoking less than 15 cigarettes per day).
- More than 90 percent of LGBT respondents in California recalled seeing cigarette ads in magazines.
- A review of four studies of young people aged 13-21 strongly suggest the prevalence of smoking may be higher among adolescent lesbians and gay males than in the general adolescent population.
- A California study revealed that a majority of LGBT adults prefer smoke-free environments. In fact 59 percent prefer smoke-free bars and clubs. Seventy percent of LGBT respondents who indicated they prefer smoke-free bars and clubs said they would be willing to pay more for that environment, as compared to 52 percent of heterosexual respondents.
- Nearly all adult LGBT smokers (98 percent) say they believe smoking increases their risk for getting lung cancer and heart disease, compared to 88 percent of all adult smokers who believe smoking raises lung cancer risk and 84 percent who believe the risk of heart disease increases.
- Fewer LGBT smokers try to quit (75 percent compared to 80 percent of all adult smokers).
- To date, no empirical data on tobacco use among transgender populations exist. However, smoking may be highly prevalent among transgender persons given the prevalence of identified risk factors: poverty, low educational attainment, stressful living and work environments, incarcerations, human immunodeficiency virus (HIV), and sexual risk patterns.

6. Low Socioeconomic Status

SES is the single greatest predictor of smoking behavior. Studies from around the world have shown that tobacco use is more prevalent among people with low SES than it is among people with higher levels of income and education. There are varying labels and definitions for low SES making it difficult to arrive at an exact figure for the number of people in this group and to develop appropriate interventions. When low SES is defined by income level, individuals may fit into the classification either long-term or short-term, or move into and out of this

population as their circumstances change. However, families who spend their limited resources on tobacco products have less money for food and other basic needs. Tobacco users get ill more often, incur higher medical expenses, and are less productive in the workforce than their non-smoking counterparts. Tobacco use can kill individuals at the height of their productivity, depriving families of income.

- According to the 2002 CTS, the current smoking prevalence among low SES adults is nearly **double** that of the general population of California adults.
 - The smoking prevalence among low SES adult males was 34.1 percent for non-Hispanic white men, followed by 29.4 percent for API, 28.6 percent for AA males, and 20.9 percent for Latinos.
 - The smoking prevalence among low SES adult females was 26.5 percent for AA and 22.9 percent for non-Hispanic white.
- A 2002 survey of California adults revealed significant increases in smoking prevalence rates for all ethnic groups that had low income and low education levels when compared to those with middle to high income and education levels.
- In 2002, female smoking prevalence rates among AAs and non-Hispanic whites with low income and low education in California had rates of 26.5 percent and 22.9 percent, respectively.
- In 2002, 20 percent of the state's population had no health insurance and 45 percent of the uninsured had a family income of less than \$25,000, according to a 2004 California HealthCare Foundation study.
- The proportion of California's population age 25 and over with an educational attainment of "less than a high school diploma" was 23.2 percent in 2000. Another 43 percent of the state's population either graduated from high school or had some college but no degree.

D. Communities of Excellence in Tobacco Control for Priority Populations

In 2000, CDHS/TCS introduced a new initiative called CX in Tobacco Control. This initiative was designed to assist communities in developing strong, comprehensive tobacco use prevention and control programs. The CX model utilizes a needs assessment tool that focuses on community indicators and assets to assist in planning and implementing activities that will move tobacco control issues forward in those communities. Community indicators represent environmental or community level measures. They reflect intermediate programmatic goal areas to focus community-level tobacco control activities. Community assets represent factors that promote and sustain tobacco control efforts in the community by facilitating tobacco control work. Assets include such things as the level of funding available for tobacco control work and the extent of community activism among youth and adults to promote tobacco control policies.

Because of the need to design culturally competent tobacco control programs, CDHS/TCS is expanding the CX model to focus on the needs of several priority

populations. Formative research began in 2001 by conducting a series of focus groups, key informant interviews, and informal meetings with priority populations representatives (community members, agencies, and researchers that represent or serve priority populations) to gather information for the new guide.

In February 2005, the first draft of the CXPP Planning Guide was distributed to five LLAs (CDHS/TCS-funded health departments). Training accompanied the distribution and they are currently tasked with testing the guide in their chosen priority population communities. It is CDHS/TCS' intent to revise the guide based on feedback from the pilot test agencies. The revised guide is to be used by the pilot projects funded under this RFA to conduct their community needs assessment and tobacco control plan development activities. Draft copies of the guide are available to applicants by contacting Karen Aschenbrenner at (916) 449-5483 or by e-mail at kaschenb@dhs.ca.gov.

II. GENERAL GRANT APPLICATION INFORMATION

A. Funding Availability and Grant Term

1. Approximately \$7 million is expected to be available for "RFA TCS 05-102 Addressing Priority Populations in Tobacco Control." Funding for the state fiscal year (FY) 2005-06 and beyond are subject to an annual appropriation by the State Legislature or Governor. Award amounts are not guaranteed and are contingent upon available funding and the use of multiyear spending authority.
2. Phase I grantee awards are expected to be \$75,000 for the term October 1, 2005 to June 30, 2006. Phase II awards are expected to be approximately \$250,000 to \$300,000 for the term July 1, 2006 to June 30, 2008. Continuation into Phase II implementation is not guaranteed and will only be available to grantees successfully completing all deliverables within the Phase I agreement timeline established by CDHS/TCS. CDHS/TCS will have the authority to increase or decrease awards for either Phase I and/or Phase II.
3. CDHS/TCS has the authority to extend the Phase II grants for an additional two years following the completion of Phase II. Grant extension authority is contingent on available funding and if the grantee has performed all Phase II activities to the satisfaction of CDHS/TCS.
4. Phase I of the program is a fixed cost project requiring mandatory SOW deliverables. Reimbursement in Phase I will be paid in fixed cost (lump sum) scheduled payments during the 9 month term of the agreement. The Phase I payment request process will be in a form and format prescribed by CDHS/TCS. Upon payment request, grantees are paid after CDHS/TCS determines satisfactory completion of the compulsory SOW activities within the performance period.
5. Phase II is a cost reimbursement project based on specific line items in an approved budget. The budget will be developed based on the Phase II SOW. Phase II invoices are submitted to CDHS/TCS for payment in arrears (after services are performed). Invoices for Phase II will be submitted not more frequently than monthly. The invoice reimbursement process in Phase II will be in a form and format prescribed by CDHS/TCS.

B. Who May Apply

1. California non-profit agencies are eligible to apply for these funds, if the applicant is not a CDHS/TCS-funded project as of July 1, 2005.

2. Proof of agency non-profit status must be included with the application. A California State 501(c)3 form and a sample letter from the IRS are provided in Appendix B and C. Agencies with pending non-profit applications may not apply. Submit one (1) of the following with the application:
 - A 501 (c) 3 certification from the State of California, Office of Secretary of State, or
 - A letter from the Department of the Treasury, Internal Revenue Service (IRS), classifying the applicant as a non-profit agency.

C. Reservation of Rights

1. The release of this RFA is pursuant to H & S Code Section 104350-104545.
2. Organizations not eligible to apply for these funds:
 - California Partnerships for Priority Populations (CPPP);
 - California Tobacco Control LLAs;
 - State of California public and government agencies;
 - Public and private universities, state colleges, and community colleges;
 - Other CDHS/TCS contractors funded as of July 1, 2005.
3. Any agency that receives funding from, or has an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company, during the term of the grant, is not eligible for funding under this RFA. Agency certification to this effect is required on Attachment 10. A fillable electronic form is available at: <http://www.dhs.ca.gov/tobacco/html/requestforapplications.htm>, RFA TCS 05-102, Fillable Electronic Form. See Appendix D for a partial list of tobacco company subsidiaries.
4. CDHS/TCS reserves the right to fund any or none of the applications submitted in response to this RFA. CDHS/TCS may also waive any immaterial deviation in any application. CDHS/TCS waiver of any immaterial deviation(s) shall not excuse an application from full compliance with all Grant terms if a Grant is awarded.
5. CDHS/TCS reserves the right to withdraw any award if an acceptable SOW, Budget Plan, and other CDHS/TCS required documents are not received by CDHS/TCS within 45 calendar days of being negotiated by CDHS/TCS and the awardees.
6. Expenses associated with preparing and submitting Phase I applications are solely the responsibility of the applicant agency and will not be reimbursed by CDHS/TCS.
7. CDHS/TCS reserves the right to withdraw any award or negotiate the SOW of any proposed projects or proposed project components.

8. Awardees must have appropriate systems and controls in place to ensure that state funds will not be used in the performance of this grant for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
9. CDHS/TCS will not fund research projects or extensive data collection and analysis through this RFA.
10. CDHS/TCS will send to each grantee a copy of the grant language prior to grant negotiations. Changes to this language will not be negotiated at any time during the negotiation process.

D. RFA Structure

1. Overview

This RFA is structured in two phases. Phase I is the CXPP community assessment and planning phase. Phase II is the implementation phase which is based on the assessment and planning phase. This RFA provides instructions for submitting an application in response to Phase I. Instructions for preparing the Phase II portion of the application will be provided to successful grantees of Phase I in March 2006. The Phase II portion of the application is due not later than April 7, 2006, to CDHS/TCS and will include but not be limited to the submission of an implementation SOW, line-item cost-reimbursement budget, and budget justification.

Applicants for Phase I will receive a nine-month grant for the term October 1, 2005 to June 30, 2006, for a total of \$75,000. In Phase I of the contract, payment will be provided to contractors based on the successful completion of deliverables identified by CDHS/TCS.

Contractors that satisfactorily complete all Phase I tasks in accordance with established performance periods are eligible for a Phase II augmentation to implement the tobacco control intervention plan (SOW) developed during Phase I. The Phase II contract term is for 24-months from July 1, 2006 to June 30, 2008. Approximately \$250,000 to \$300,000 is available for the 24-month Phase II period for each Phase I applicant that successfully moves forward to Phase II. The Phase II augmentation is subject to the approval of CDHS/TCS and will be based on performance during Phase I and the SOW, line-item cost-reimbursement Budget, and Budget Justification submitted/included in the Phase I deliverables.

2. Phase I Tasks and Payment Schedule

All successful Phase I grantees are required to conduct and satisfactorily complete the tasks identified below within performance periods. Grantees will

not be compensated for additional SOW tasks beyond those required by CDHS/TCS. Grantees will be reimbursed for satisfactory task completion as indicated in the chart below:

| <u>Phase I – Needs Assessment</u> | | |
|---|---------------------------|---|
| Objective 1: By February 28, 2006, conduct a community needs assessment in the [identify specific geographical community] community(s) that addresses the tobacco control needs of (identify specific priority population[s]) using the CXPP Planning Guide. | | |
| Required Tasks | Performance Period | Payment for Satisfactory Completion of Tasks and Submission of Deliverables |
| 1. Recruit 6-10 members to participate in a community planning group. | 10/1/05 to 10/31/05 | |
| 2. Develop a timeline for community planning group meetings through Phase I. | 10/1/05 to 10/31/05 | |
| 3. Proactively collaborate with the appropriate California Partnership for Priority Populations and arrange for technical assistance. | 10/1/05 to 10/31/05 | |
| 4. Obtain Policy Advocacy Resource Tobacco Network Education Response System (PARTNERS) ID and passwords for all key project staff. | 10/1/05 to 10/31/05 | |
| 5. Hire a project director or coordinator who has lead responsibility for implementing this project and who will be the primary contact with CDHS/TCS. | 10/1/05 to 10/31/05 | |
| 6. Submit progress report and invoice upon completion. | 10/1/05 to 10/31/05 | \$15,000 for satisfactory completion of tasks 1- 6 Due not later than 10/31/05 |
| 7. Attend 2-3 coordination calls of 1.5 to 2 hours in length with CDHS/TCS staff. | 11/1/05 to 12/30/05 | |
| 8. Attend one in-person 1 to 2 day training on how to conduct a community needs assessment using the CXPP Planning Guide. | 11/1/05 to 12/30/05 | |
| 9. Conduct education and training with the community planning group about CXPP Planning Guide and the plan development process. | 11/1/05 to 12/30/05 | |

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| 10. Submit progress report and invoice upon completion. | 11/01/05 to 12/30/05 | \$15,000 for satisfactory completion of tasks 7-10 Due not later than 12/30/05 |
| 11. Identify with the community planning group, the indicators and assets to be assessed. | 1/1/06 to 2/28/06 | |
| 12. Identify and organize existing data by relevance to the CXPP indicators and assets. | 1/1/06 to 2/28/06 | |
| 13. Identify and assign community planning group members to rate indicators and assets. | 1/1/06 to 2/28/06 | |
| 14. Identify resource people beyond community planning group members to provide additional information for the CXPP assessment. | 1/1/06 to 2/28/06 | |
| 15. Solicit information on local tobacco control efforts and results of CDHS/TCS grantees and other agencies working in the local community area, including populations served, SOW objectives, agency mission statements, by-laws, local project data. | 1/1/06 to 2/28/06 | |
| 16. Provide training to coalition members on completion of indicators and assets information on the needs assessment forms. | 1/1/06 to 2/28/06 | |
| 17. Complete indicator and assets needs assessment workshops. | 1/1/06 to 2/28/06 | |
| 18. Conduct evaluation with the planning group by administering and analyzing member satisfaction surveys related to their efforts in the assessment and planning group. | 1/1/06 to 2/28/06 | |
| 19. Attend 1-3 coordination calls with CDHS/TCS. | 1/1/06 to 2/28/06 | |
| 20. Submit progress report and invoice upon completion. | 1/1/06 to 2/28/06 | \$25,000 for satisfactory completion of tasks 11-20 Due not later than 2/28/06 |

Phase I – Intervention Plan Development

Objective 2: By June 30, 2006, develop a two-year SOW and line-item, cost reimbursement budget and budget justification based on the CXPP Planning Guide needs assessment and submit to CDHS/TCS for Phase II funding consideration.

| Required Tasks | Performance Period | Payment for Satisfactory Completion of Tasks and Submission of Deliverables |
|--|---------------------------|--|
| 21. Conduct a strategy session with the community planning group to prioritize indicators and assets and then select those that will be developed into objectives to address the overall goals. The focus/goal to be accomplished. | 3/1/06 to 4/07/06 | |
| 22. Draft objectives and seek input from the planning group on ideas for major strategies to accomplish objectives. | 3/1/06 to 4/07/06 | |
| 23. Attend an in-person technical assistance session with CDHS/TCS staff to develop a 2-year comprehensive SOW, budget, and budget justification. | 3/1/06 to 4/07/06 | |
| 24. Assign objectives to staff to take lead in drafting program activities, timelines, who is responsible, and tracking measures. | 3/1/06 to 4/07/06 | |
| 25. Recruit, contract with qualified evaluator, then develop the evaluation plan for each objective. | 3/1/06 to 4/07/06 | |
| 26. Attend Online Tobacco Information System (OTIS) training on how to input data for CXPP Planning Guide needs assessment and the new 2-year SOW, budget, and budget justifications. | 3/1/06 to 4/07/06 | |

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| 27. Complete draft of 2-year SOW, budget, and budget justification; review with key stakeholders and refine. | 3/1/06 to 4/07/06 | |
| 28. Submit final 2-year SOW, budget, and budget justification via the OTIS system. | 3/1/06 to 4/07/06 | |
| 29. Submit progress report and invoice upon completion. | 3/01/06 to 4/07/06 | \$15,000 for satisfactory completion of tasks 21-29 Due not later than 4/07/06 |
| 30. Attend 1-3 California Partnership for Priority Populations capacity building trainings. | 4/8/06 to 6/30/06 | |
| 31. Develop staff recruitment plan. | 4/8/06 to 6/30/06 | |
| 32. Negotiate implementation plan and budget if Phase I is satisfactorily completed in a timely manner. | 4/8/06 to 6/30/06 | |
| 33. Submit final progress report and final invoice upon completion. | 4/08/06 to 6/30/06 | \$5,000 for satisfactory completion of tasks 30-33 Due not later than 6/30/06 |

E. Application Submission Requirements for Phase I

1. Letter of Intent

For purposes in planning the RFA review process, all prospective applicants must submit a letter notifying CDHS/TCS of intent to submit an application for Phase I. This letter is not binding and those submitting a letter may elect not to complete an application. **One (1) signed letter of intent is due in the CDHS/TCS office no later than 5 p.m. on Friday, May 20, 2005.** The letter of intent must be submitted on the applicant's letterhead, signed by an officer of the board or their authorized agent, and state the following: The name and number of the RFA under which the application will be submitted, the priority population(s) to be served, and the geographic service area.
E-Mail documents will not be accepted. Mail or fax the letter of intent to:

Attention: Robert Thurman
California Department of Health Services
Tobacco Control Section
MS 7206
P.O. Box 997413
Sacramento, CA 95899-7413
FAX (916) 449-5517

Clearly indicate on the outside of the mailing envelope or FAX transmittal sheet "Addressing Priority Populations in Tobacco Control, RFA TCS 05-102."

2. Application

NOTE: All applicants agree in submitting an application that CDHS/TCS is authorized to verify any and all claimed information. All applications received by CDHS/TCS are subject to the provisions of the "California Public Record Act" (Government Code Section 6250 et seq.) and are not considered confidential after completion of the selection process.

Submit one (1) signed original (clearly marked "original") and six (6) copies of the entire application (refer to Section IV, Application Requirements and Instructions). Clearly indicate "Addressing Priority Populations in Tobacco Control, RFA TCS 05-102" on the outside of the mailing envelope.

Applications are due in the CDHS/TCS office no later than: 5 p.m., Thursday, June 9, 2005.

- FAX and e-mail documents will not be accepted. It is the sole responsibility of the applicant to ensure that CDHS/TCS receives the required number of copies of the application by the above deadline.
- A late or an incomplete application will be considered non-responsive and will not be reviewed for funding.
- No changes, modifications, corrections, or additions may be made to the application once it is received.

Mail or deliver completed applications to CDHS/TCS:

**Regular mail
(U.S. Postal Service):**

Attention: Marj Rogers
California Department of Health Services
Tobacco Control Section
MS 7206
P.O. Box 997413
Sacramento, CA 95899-7413

**For hand or overnight delivery
(UPS or FedEx):**

Attention: Marj Rogers
California Department of Health Services
Tobacco Control Section
MS 7206
1616 Capitol Avenue, Suite 74.516
Sacramento, CA 95814

3. RFA Information Meetings

Two RFA information meetings are scheduled to answer questions directly related to the RFA requirements. Technical assistance regarding programmatic content will not be available from CDHS/TCS at the Information Meeting or by phone. California Priority Populations Partnerships will be in attendance at the

RFA Information Meetings to provide an overview of the Partnerships and limited application assistance.

| | <u>Southern California</u> | <u>Northern California</u> |
|-----------|--|--|
| Date: | Thursday, May 12, 2005 | Monday, May 16, 2005 |
| Time: | 1:30 p.m. to 5 p.m. | 1:30 p.m. to 5 p.m. |
| Location: | Hilton Costa Mesa 3050 Bristol Street Costa Mesa, CA 92626 | Hilton Sacramento, Arden West 2200 Harvard Street Sacramento, CA 95815 |

F. Application Review Process

1. Review for Compliance with Mandatory RFA Requirements

Applications will be date and time stamped upon receipt at CDHS/TCS. Each application received at CDHS/TCS by 5:00 p.m. on June 9, 2005, will be reviewed for compliance with the requirements provided in this document. Applications that do not comply with the requirements will be considered non-responsive and will be excluded from the review. Omission of any required document or form, failure to use required formats for response, or failure to respond to any requirement may lead to rejecting of the application prior to the review. CDHS/TCS may waive any immaterial deviation in any application; however, this waiver shall not excuse an application from full compliance with the grant terms if a grant is awarded. Late, incomplete, or non-compliant applications will be rejected.

2. Application Review

Each application that complies with the mandatory requirements will be evaluated and scored by a peer review committee on a scale of 0 to 100 points. The review committee may include representatives from voluntary health organizations, state staff, public and private non-profit organizations, and state colleges and universities.

Applications receiving a score of 75 points or more will be considered for funding; however, due to potential funding limitations, there is no guarantee that scoring 75 or above will result in funding or funding at the level requested.

The maximum point value of each section is as follows:

| | |
|-----------------------------|-------------------------|
| Narrative | 15 points |
| Coordination | 20 points |
| Applicant Capability | 40 points |
| SOW, Phase I | 15 points |
| Budget Plan, Phase I | <u>10 points</u> |
| | 100 points |

3. Notification of Decision

Each applicant, whether selected for funding or denied, will be notified in writing of the funding decision. Applicants may receive, upon written request to CDHS/TCS, their consensus review tool summary page which provides the score and overall strengths and weaknesses of their application.

4. Grant Negotiation

Following the award notification, grant negotiations will occur with the potential grantee in a timely manner. CDHS/TCS reserves the right to reject any proposed project(s) or project component(s). Following grant negotiations, the grantee is required to submit a detailed SOW, and Budget Plan in accordance with CDHS/TCS requirements, which will become part of the formal grant. Upon completion and approval of these documents, the grant will be fully executed and work will commence.

G. Appeals Process

Only those agencies that submit an application consistent with the requirements of this RFA and receive a score of 74 and below may appeal. There is no appeal process for applications that: 1) receive a passing score and are not funded due to lack of available funds; 2) are submitted late; or 3) are submitted incomplete. Applicants may not appeal their funding level. **Appeal letters based on the final application selection must be received no later than 5 p.m. on July 13, 2005**, at the address indicated below. E-mail transmitted documents will not be accepted. Appeals shall be limited to the grounds that CDHS/TCS failed to correctly apply the standards for reviewing your agency's application in accordance with this RFA.

The appellant must file a written appeal, which includes the issue(s) in dispute, the legal authority or other basis for the appellant's position, and the remedy sought. Incomplete appeals will be rejected. Appeals must be mailed or faxed to:

Donald O. Lyman, M.D., Chief or Designee
Department of Health Services
Division of Chronic Disease and Injury Control
P. O. Box 997413, MS 7200
Sacramento, CA 95899-7413
FAX (916) 449-5517

At his sole discretion, the Chief of the Division of Chronic Disease and Injury Control or his designee, may hold an appeal hearing with each appellant and then come to a decision. That decision can be based on either the combination of the written appeal letter and the evidence presented at the hearing, or based on the written appeal letter if no hearing is conducted. The decision of the Chief of the Division of Chronic Disease and Injury Control or his designee shall be final. There is no further

administrative appeal. Appellants will be notified of decisions regarding their appeal in writing within fifteen (15) working days of their hearing date or the consideration of the written appeal letter, if no hearing is conducted.

H. Tentative Timelines

| | |
|----------------------|---|
| May 6, 2005 | RFA Released |
| May 12, 2005 | Information Meeting: Southern California 1:30 p.m. to 5 p.m. Hilton Costa Mesa 3050 Bristol Street Costa Mesa, CA 92626 |
| May 16, 2005 | Information Meeting: Northern California 1:30 p.m. to 5 p.m. Hilton Sacramento, Arden West 2200 Harvard Street Sacramento, CA 95815 |
| May 20, 2005 | Letters of Intent due to CDHS/TCS no later than 5 p.m. |
| June 9, 2005 | Applications due to CDHS/TCS no later than 5 p.m. |
| July 1, 2005 | Award decisions announced |
| July 5, 2005 | Grant Negotiations begin |
| July 13, 2005 | Appeals due to CDHS/TCS no later than 5 p.m. |
| July 20, 2005 | Appeal Hearings |
| October 1, 2005 | Grant period begins for Phase I |
| June 30, 2006 | Grant period ends for Phase I |
| July 1, 2006 | Grant period begins for Phase II |
| June 30, 2008 | Grant period ends for Phase II |

III. ADMINISTRATIVE AND PROGRAM EXPECTATIONS FOR PHASE I

Agencies applying for these Phase I funds must have the administrative ability to manage state grant funds and the technical expertise to successfully implement the proposed project activities. It is the experience of CDHS/TCS that some applicants are unfamiliar with state procedures, requirements, and expectations. The following information is provided in order that the prospective applicants might assess their ability to enter into a binding contract agreement with CDHS/TCS. Phase II administrative and program expectations will be released in a separate communication from CDHS/TCS.

1. Grantees (funded agencies) are to expend funds in accordance with the negotiated agreement performance schedule. SOW, task performance, payment timelines, and amounts are subject to change only at the discretion of CDHS/TCS.
2. Grantee payments in Phase I are fixed cost (lump sum) amounts paid on a preset timeline for specific groups of tasks completed. A request for payment in Phase I will be in the form, format, payment schedule, and payment amounts established by CDHS/TCS. Payment withhold of 10 percent will be required in the agreements negotiated between grantees and CDHS/TCS. Payment withholds are paid to grantees upon completion of all Phase I SOW deliverables and in compliance with State requirements for payment withholds.
3. During Phase I, grantees will be reimbursed, upon payment request, in accordance with mandatory SOW tasks completed during the performance periods; which means, the agency incurs expenses for performing the SOW activities during the performance period and is then reimbursed by CDHS/TCS upon completion. For a Phase I payment request the State has up to 30 days to pay certified small businesses and up to 45 days to pay others. This means that the grantee must be able to cover at least 45 to 60 days worth of project payroll, indirect, and operating expenses and any expenses incurred by a consultant prior to reimbursement by the State. Additionally, grantees are to submit payment requests to CDHS/TCS following performance periods to ensure: 1) prompt payment of expenses; and 2) cash flow maintenance.
4. Grantees are expected to contact CDHS/TCS if they are having difficulties implementing the approved activities in the SOW. The agency must be aware that it is legally bound to deliver the services as stated in the SOW. This includes serving the number of people identified, conducting the stated number of activities, developing the identified educational materials, attending meetings, coordinating planning group, etc. Changes are not allowed in negotiated SOW's for Phase I. If grant deliverables, including progress reports, are not completed satisfactorily, CDHS/TCS has the authority to withhold payment of funds.
5. Grantees are expected to refer to and comply with the Competitive Grantees Administrative and Policy Manual. This manual is referenced in the contract and, as such, is a contract document. The manual will be made available to successful applicants.

6. Grantees are to be knowledgeable of standard payroll practices including state and federal tax withholding requirements.
7. Grantees are to maintain accounting records that reflect actual expenditures including, but not limited to: accounting books, ledgers, documents, payroll records, including signed timesheets, etc.; following standard accounting procedures and practices that properly reflect all direct and indirect expenses related to this grant. These records shall be kept and made available for three (3) years from the date of the final grant payment.
8. Grantees are to obtain an annual single organization-wide financial and compliance audit. CDHS/TCS will reimburse the grantee for its proportionate share of the audit expense.
9. Grantees are required to obtain prior approval from CDHS/TCS before they are reimbursed for any purchase order or consultant agreement costing \$5,000 or more. Three (3) competitive bids are required as well as other documentation of the bid process. This information along with the proposed consultant agreement must be submitted to CDHS/TCS for approval prior to reimbursement of such expenses.
10. Grantees are to have a procedure designating a person within their agency or organization that may sign payroll time sheets, requisitions, and invoices.
11. Grantees are to maintain accurate records regarding program implementation, which document the number of people served, materials developed, activities conducted, etc. It is expected that these documentation records may include, but will not be limited to logs, sign-in sheets, meeting minutes, survey and needs assessment data, etc. It is recommended that the grantee set up documentation files by objective or major activities. Planning minutes, media outreach, and sign-in sheets, etc., should be filed in the objective-specific file as activities are completed.
12. Grantees are to have appropriate staff to submit to CDHS/TCS timely, accurate, and complete progress reports using the forms and format provided by CDHS/TCS.
13. Grantees are to have appropriate staff to ensure timely submission of accurate invoices and maintain the fiscal integrity of the grant.
14. Grantees and all consultants should be aware that the State shall be the owner of all rights, title, and interest in, but not limited to, the copyright to any and all works created, produced, or developed under a contract funded from this RFA, whether published or unpublished. **Appendix E** contains the specific language that will be incorporated into the boilerplate language of the contract funded by CDHS/TCS. If successful in your RFA, you must comply with the intellectual property rights language. Review **Appendix E** carefully. Changes to this language will not be negotiated at any time during the RFA process or negotiated with the funded applicant.

15. Grantees are to be aware that travel and per diem rates must not exceed those amounts paid to State non-represented employees. Additionally, out-of-state travel is not reimbursable without prior written approval by CDHS/TCS. Refer to **Appendix J.**
16. Grantees are expected to hire program staff with the appropriate training and experience to fulfill all program grant related deliverables as well as to fulfill payroll, accounting, and administrative procedures.
17. Grantees are to be aware that CDHS/TCS may withhold performance period payment for lack of documented and/or timely progress, as well as non-compliance issues with grant requirements.

IV. APPLICATION REQUIREMENTS AND INSTRUCTIONS

A. GENERAL REQUIREMENTS

1. The SOW and Budget Plan is to be consistent with the policies and procedures found in the Policy Section of the *Competitive Grantee Administrative and Policy Manual* herein referred to as the Policy Section. As you develop your SOW and Budget Plan, please review the Policy Section which can be accessed at: <http://www.dhs.ca.gov/tobacco/html/requestforapplications.htm>, RFA TCS 05-102, Supplemental Materials.
2. Read all instructions carefully. Be sure to include all of the information required in this RFA, including all attachments and copies. Re-check the application to ensure completeness.
3. Do not assume the reviewers have prior knowledge of the past history of the applicant agency or previous tobacco control programs administered by the agency. The responsibility is on the applicant to demonstrate an understanding of the services to be delivered under the intended contract, the capacity of the applicant agency to carry out the services, and the ability to design and carry out efficient services that are reasonably budgeted.
4. Do not provide any materials that are not requested. Any materials submitted that are not requested under this RFA will be discarded prior to application review, including pages that go over the maximum number in specified sections with page limitations.
5. Number each page of the application consecutively.
6. No less than font size 9 is to be used with **Attachment 6**, Scope of Work. No less than font size 12 is to be used for all other sections of the application; and no less than 1/2 inch margins.
7. Folders and binders are not desired and will be discarded; securely staple the application in the upper left corner.
8. **Attachments 1, 8, 9, and 10** require a signature by the person authorized to legally bind the applicant agency to the commitment outlined in the application. Allow enough time to obtain these required signatures. Fillable electronic forms are available on the Internet at <http://www.dhs.ca.gov/tobacco/html/requestforapplications.htm>, RFA TCS 05-102, Fillable Electronic Forms.
9. **Attachment 4** requires a signature from CDHS/TCS funded projects. Allow enough time to obtain the required signatures. A fillable electronic form is available on the Internet at:

<http://www.dhs.ca.gov/tobacco/html/requestforapplications.htm>, RFA TCS 05-102, Fillable Electronic Forms.

10. Clearly indicate “Addressing Priority Populations in Tobacco Control, RFA TCS 05-102” on the outside of the mailing envelope.

B. ORGANIZATION OF THE APPLICATION

Present the components of the RFA in the order listed below using the instructions provided on subsequent pages to complete each area.

1. Application Cover Sheet **(Attachment 1) must be signed**
2. Application Checklist **(Attachment 2)**
3. Table of Contents **(Attachment 3)**
4. Narrative (5 page maximum)
5. Coordination (5 page maximum for b. and c.)
 - a. Acknowledgement of Communication Forms **(Attachment 4) must be signed** (minimum 2 forms)
 - b. Coordination of a Community Planning Group
 - c. Community Planning Scenarios
6. Applicant Capability (10 page maximum for a., b., and c.)
 - a. Program Experience
 - b. Administrative/Fiscal Experience
 - c. Equipment
 - d. Computer Hardware/Software Minimum Specifications. **(Attachment 5)**
 - e. Letters of Reference (2 required)
7. Scope of Work Phase I **(Attachment 6)**
8. Budget Plan, Phase I **(Attachment 7)**
9. Additional Required Forms
 - a. Proof of Non-Profit Status (No Attachment)
 - b. Drug-Free Workplace Certification **(Attachment 8) must be signed**
 - c. Agency Documentation Requirements **(Attachment 9) must be signed**
 - d. Certification of Non-Acceptance of Tobacco Funds **(Attachment 10) must be signed**

NOTE: Attachments 1, 8, 9, and 10 must be signed by a person authorized to bind the applicant agency. Allow adequate time to obtain the required signatures.

Attachment 4 requires a signature from a CDHS/TCS funded Project Director. Allow adequate time to obtain the required signature.

Proposals will not be considered for review if attachment documents are not completed and signed.

C. APPLICATION CRITERIA AND INSTRUCTIONS

1. Application Cover Sheet (Attachment 1)

- Item 1: Enter the legal name of the applicant. Fill in the project name. Enter the mailing address, which will appear on any subsequent agreement. Enter the name of the county in which the applicant's headquarters is located. Enter the contact person and contact person's information. Enter your federal taxpayer identification number.
- Item 2: The Phase I grant term of October 1, 2005 to June 30, 2006 is provided.
- Item 3: Funding amount is limited to \$75,000 per project for Phase I. No more than \$75,000 per project will be allowed.
- Item 4: Indicate the location/geographic service area.
- Item 5: Check the Priority Population(s) addressed by the application.
- Item 6: The applicant official authorized by the agency to sign on behalf of the agency must sign and date the certification statement provided. Also type the name and title of this official.

2. Application Checklist (Attachment 2)

The items included on the checklist are **required** to be submitted as part of the application and should be presented in the order noted on this form. **If any items are omitted from the application, the application will be considered incomplete and out of compliance with this RFA and will not be reviewed.** Complete the attached application checklist form to ensure that all application attachments and required components are included.

Note: The checklist is for your agency use to ensure a complete package. Your agency is not required to submit the checklist as part of the actual application.

3. Table of Contents (Attachment 3)

Applications must have a Table of Contents with page numbers referenced. Application sections must be presented in the sequence shown on the Application Checklist **(Attachment 2)**.

4. **Narrative = 15 POINTS**

(5 page maximum)

Criteria:

Funding preference will be given to those applicants that most closely address the criterion below:

- Includes relevant demographic, geographic, and political/cultural characteristics of the chosen priority population(s) and the community where the services are to be provided.
- Describes historical, political, economic, and socio-cultural influences that will facilitate or challenge conducting a community level tobacco control related needs assessment and development of a two year implementation plan.
- Demonstrates the need for tobacco control in the stated community utilizing relevant empirical data and research (e.g., from publications and agency produced evaluation reports) related to tobacco use.

Instructions:

For this section, “bring to life” the tobacco issues and experiences facing your chosen priority population group(s). Discuss and describe the unique aspects of your target community/group(s).

Prepare a Narrative summary that provides the following information:

- Describe the demographic, geographic, and political/cultural characteristics of your chosen priority population group(s). Include size of the population(s), age range, primary language, and the area in which the proposed needs assessment will take place.
- Describe the historical, political, economic and socio-cultural influences that will facilitate or challenge conducting a community level tobacco control related needs assessment and development of a two year implementation plan and the proposed methods to overcome the challenges.
- Discuss the known tobacco issues in the targeted community. Include a strong rationale for addressing the population(s) using relevant empirical data and research (e.g., from publications and agency produced evaluation reports) related to tobacco use in terms of prevalence, access to tobacco, attitudes, and targeting by tobacco companies.

5. **Coordination = 20 POINTS**

(5 page maximum for b. and c.)

Criteria:

Funding preference will be given to those applicants that most closely address the criterion below:

- Demonstrates that adequate communication took place with relevant agencies (e.g., LLAs and Partnerships).
- Demonstrates non-duplication and coordination with existing projects.
- Adequately describes the proposed methods that will be used to recruit others to be a part of a community planning group, neighborhood alliance, or task force to assist with the planning and implementation of the proposed project.
- Appropriately responds to the needs of the project to recruit and retain planning group members.
- Demonstrates an understanding of how to elevate tobacco control issues and make them a priority in the proposed target population and community.

Instructions:

Follow the specific instructions for Coordination sections a. b. and c. For section a. place the appropriate Acknowledgement of Communication Forms (Attachment 4) in front of your written responses for sections b. and c. Written responses must include headers for each section and are not to exceed five (5) pages total for both sections b. and c.

a. Acknowledgement of Communication Form (**Attachment 4, minimum 2 forms**)

Include in the application: 1) the appropriate LLA in the applicant's proposed geographic region and 2) the appropriate California Partnerships for Priority Populations. For example, if an applicant proposes to work with a Hispanic/Latino community in Los Angeles County, then the Los Angeles County LLA and the Hispanic/Latino Tobacco Education Partnership should be notified to submit the Acknowledgement of Communication Form. If more than one area or population is to be reached, please submit forms from all appropriate LLAs and Partnerships. Please note, the cities of Berkeley, Long Beach, and Pasadena are also LLAs.

Applicants should refer to the lists of CDHS/TCS-funded projects on the CDHS/TCS website:

<http://www.dhs.ca.gov/tobacco/html/requestforapplications.htm>, RFA TCS 05-102, Supplemental Materials. The lists will provide the contact information for the 61 LLAs and seven California Partnerships for Priority Populations.

Applicants should provide information to the LLA(s) and Partnership(s) about the similarities with existing efforts, potential coordination/collaboration activities, technical assistance opportunities, and potential contamination of control groups. Forms confirming non-duplication of effort must be included in the application. **Forms sent separately from the application will not be reviewed.**

b. Coordination of a Community Planning Group

Describe how you plan to develop a tobacco-focused planning group, neighborhood alliance, or task force for the purpose of conducting a needs assessment, priority setting, planning activities, and developing an intervention plan. Include the following in your description:

- Outline the major steps with completion dates for major planning group development activities. For example, identify members, recruit members, orient members to your agency and to the needs assessment process.
- Identify who the potential members for your planning group are, stating the agency name and/or affiliation.
- Briefly state why potential planning group members would want to be involved in this project; answer the question, "What's in it for them?"

c. Community Planning Scenarios

Please state and answer the following two scenario questions:

- 1) What would you do if your planning group was not responding to the needs of the project? Describe the course of correction to get your project back on task.
- 2) What are the pressing concerns and issues among your target population and how do you intend to elevate tobacco use as a community priority? Describe the steps you will take to make this a priority for your intended community.

6. **Applicant Capability = 40 POINTS**
(10 page maximum for a., b., and c.)

Criteria:

Funding preference will be given to agencies that exhibit the following qualifications:

- Demonstrates that the agency has at least two (2) years access to and previous success working with the proposed priority population and the ability to conduct program activities that are appropriate in terms of culture, language, literacy level, age and gender specific to that population; and indicates that staffing pattern is reflective of the proposed target population/community.
- Demonstrates that primary staff (Project Director/Coordinator) has at least one (1) year of previous experience conducting health focused community organizing, community planning, health education and promotion, coalition building, advocacy, media and training. This can also include development of educational materials, media interventions and activities that are appropriate in terms of age, literacy level, and cultural sensitivity.
- Demonstrates effectiveness and capacity to provide tobacco education or similar services and serve populations in areas with substantial unmet needs.

- Demonstrates success in working with the target population(s) on specific issues causing disparities.
- Demonstrates that staff has training, skills, and experiences consistent with the program, evaluation, fiscal, and management needs of the project.
- Demonstrates at least two (2) years of satisfactory performance with administrative, fiscal and programmatic management of government grant funds, including timely and accurate submission of fiscal and program documentation, subcontracts and compliance with all state contract requirements.
- Demonstrates the ability to equip the project with office furniture, computers, printers, copy machines, etc., to support staff and program needs.
- Demonstrates the ability to start up and begin implementation within four (4) weeks of the grant start date.

Instructions:

For the applicant capability section, address the following requirements in no more than ten pages.

a. Program Experience

- Describe the applicant/agency's history and the amount of time the agency has been in existence, including geographical area served and present services provided.
- Describe the applicant's experience in community organizing, community planning, health education and promotion, coalition building, consensus building, advocacy, media, training, and tobacco control activities.
- Describe the agency's effectiveness and capacity to serve populations in areas with substantial unmet needs.
- Describe the qualifications of key program staff. Describe their educational background, experience working with the proposed population, and previous experience with the types of activities to be conducted such as community organization, community planning, health education, report writing, coordination/collaboration, media advocacy, policy promotion, program evaluation, etc. **Do not attach resumes.**
- If the applicant has *not* been previously funded by CDHS/TCS, state two major accomplishments that demonstrate your agency's effectiveness and capacity to provide health promotion, tobacco control services, and/or improvements in health behaviors to reduce disparities in the proposed community.
- If the applicant has been previously funded by CDHS/TCS, state two major accomplishments resulting from CDHS/TCS funding which demonstrate your effectiveness and capacity to provide tobacco control services. Include funding period dates.

b. Administrative/Fiscal Experience

- Describe the applicant's current administrative staffing pattern for activities such as payroll, bookkeeping, invoicing, and general tracking of administrative and fiscal controls. Describe the qualifications of key fiscal staff, including a description of the staff's experience with monitoring government grant funds. **Do not attach resumes.**
- Describe the applicant's history in the last two years managing state government grant funds. Include in the description the funding agency, the amount received, and how the grants were managed, (e.g., were the grant deliverables accomplished, progress reports, and invoices submitted timely, and were fiscal records in good standing?)
- Describe the applicant's internal audit history in the past two years. Describe the frequency of audits, date of last audit, and a summary of the major findings from the last audit.
- Indicate if the applicant has been audited by a State agency within the last two years. If yes, list: 1) the name of the State agency; 2) State agency contact person and phone number; 3) the year the audit was conducted; and 4) the outcome of the audit. CDHS/TCS reserves the right, at its sole discretion, to follow up with references to confirm the audit history.
- Describe the applicant's capability and resources to ensure timely start-up (within four weeks) and implementation of the proposed project. Describe how the proposed project will be integrated into the agency's organizational structure.

c. Equipment

Due to limited funds, there will be no equipment (i.e., desks, chairs, cabinets, etc.) allowed for Phase I of the RFA process. Therefore, agencies must have adequate equipment available for use in this proposed project.

Describe the office and computer equipment the applicant has available for use in this project. Include in the description: a) the number and type of equipment available, (e.g., desks, chairs, facsimile machines, personal computers, printers, etc.); b) whether or not the computers have modems and communications software; c) the software packages your agency uses for word processing, spreadsheets, databases, etc.; and d) approximately when the computer equipment was purchased, and its availability for use in this project, if funded.

d. Computer Hardware/Software Minimum Specifications (**Attachment 5**)

Note: Attachment 5 is not included in the overall page limit for this section. Please fill out the Computer Hardware/Software Minimum Specifications form and indicate how many of the computers, which will be available for this project, meet the minimum specifications. Place the form in front of the Letters of Reference.

e. Letters of Reference

Note: Letters are not included in the overall page limit for this section.

Solicit and include **two (2) letters** of reference and attach them immediately following Attachment 5. Number these letters consecutively as part of the application. If the applicant has in the past or is currently receiving funding from a local, state, or federal agency, other than CDHS/TCS, one of the references **must be** from one of these agencies. No more than two letters will be accepted.

The letters of reference are to be on the agency's letterhead and must include:

- The address, telephone number, e-mail, name, and title of the letter's author.
- A description of the capacity in which the reference worked with the applicant.
- The applicant's ability to provide culturally competent community planning, health promotion activities, and community organizing activities.
- The applicant's experience in working with the proposed priority population community.
- The applicant's fiscal and administrative ability to manage government grant funds, including satisfactory performance with administering and managing government grant funds through timely and accurate submission of fiscal, program, and evaluation documents.

CDHS/TCS reserves the right, at its sole discretion, to contact references for further information prior to the RFA review process. Letters must be included in the application. Letters sent separately from the application will **not** be reviewed.

7. Scope of Work, Phase I = 15 POINTS

(Attachment 6) *Note: this fillable form is available on the CDHS/TCS website at <http://www.dhs.ca.gov/tobacco/html/requestforapplications.htm>, follow the link to RFA TCS 05-102, Fillable Electronic Forms.*

Criteria:

Funding preference will be given to those applicants that most closely address the criterion below:

- Demonstrates compliance with CDHS/TCS Policies and Procedures found in the Policy Section of the Competitive Grantees Administrative and Policy Manual (e.g., restrictions on lobbying, incentives, promotional items, etc.).
Please refer to the CDHS/TCS website at <http://www.dhs.ca.gov/tobacco/html/requestforapplications.htm>, to reference the Policy Section of the manual.
- Demonstrates a well-thought out, coordinated plan with appropriate activities consistent with and expand upon the CDHS/TCS required activities to achieve the objectives within a nine-month period.

- Demonstrates that adequate communication, coordination, and collaboration with CDHS/TCS-funded projects, community based organizations, schools, and voluntary health organizations or other agencies will be included in the planning process.
- Includes culturally and linguistically appropriate planning activities.
- Demonstrates a well-organized and detailed Scope of Work that describes: how much will be done, where the activities will occur, what will be done, who is responsible, and appropriate percent deliverables.

Instructions:

Applicants are encouraged to carefully plan their Phase I, Scope of Work to fit the needs of a nine-month planning period. Please include the level of detail stated above and include the following required objectives and activities in the stated time frames outlined on the next page. The same amount of detail is required for any additional activities that are added.

Utilizing the Scope of Work format (**see Appendix F for an example**), please include the two “required” objectives in your Scope of Work that demonstrates the completion of your community needs assessment and the submission of a two year implementation plan (see examples below). For each objective describe the required activities and any additional *activities* that you will conduct to meet the objectives. You may also wish to include optional activities that include the use of incentive items, promotional items, educational materials development, focus groups, key informant interviews, etc.

Required Objective 1 – Needs Assessment

Example:

By February 28, 2006, conduct a community needs assessment in the [identify specific geographical community] community(s) that addresses the tobacco control needs of [identify specific priority population(s)] population using the CXPP Planning Guide.

Required Activities for Objective 1

Required activities number 1-6 must occur between October 1, 2005 to October 31, 2005:

1. Recruit 6-10 members to participate in the community planning group.
(*Applicants must embellish on recruitment methods and who will be recruited.*)
2. Develop a timeline for community planning group meetings.
3. Proactively collaborate with the appropriate California Partnerships for Priority Populations and arrange for technical assistance.
4. Obtain PARTNERS ID and passwords for all key project staff.
5. Hire a Project Director or Coordinator who has lead responsibility for implementing this project and who will be the primary contact with CDHS/TCS. (*Applicants must embellish on recruitment of key staff.*)
6. Submit progress report and invoice.

Required activities number 7-10 must occur between November 1, 2005 to December 31, 2005:

7. Attend 2-3 coordination calls of 1.5 to 2 hours in length with CDHS/TCS staff.
8. Attend one in-person 1 to 2 day training on how to conduct a community needs assessment using the CXPP Planning Guide.
9. Conduct education and training with the community planning group about CXPP Planning Guide and the plan development process. (*Applicants must embellish on training methods, length, subjects to be addressed, etc.*)
10. Submit progress report and invoice.

Required activities number 11-20 must occur between January 1, 2006 to February 28, 2006:

11. Identify with the community planning group, the indicators and assets to be assessed. (*Applicants must embellish on priority setting methods to be used.*)
12. Identify and organize existing data by relevance to the CXPP indicators and assets. (*Applicants must embellish on how data will be sought and possible data sources.*)
13. Identify and assign community planning group members to rate indicators and assets.
14. Identify resource people beyond community planning group members to provide additional information for the CXPP assessment. (*Applicant must embellish on potential areas of expertise sought and how they will be approached.*)
15. Solicit information on local tobacco control efforts and results of CDHS/TCS grantees and other agencies working in the local community area, including populations served, SOW objectives, agency mission statements, by-laws, local project data. (*Applicants must embellish on how this information will be sought.*)
16. Provide training to coalition members on completion of indicators and assets information on the needs assessment forms. (*Applicants must embellish on training methods (e.g., web cast, written exercises, group, etc.) and length of training.*)
17. Complete indicator and assets needs assessment workshops.
18. Conduct evaluation with the planning group by administering and analyzing member satisfaction surveys related to their efforts in the assessment and planning group. (*Applicants must embellish on development of the survey and the methods used to administer the survey – written, oral, etc.*)
19. Attend 1-3 coordination calls with CDHS/TCS.
20. Submit progress report and invoice.

Required Objective 2 – Intervention Plan Development

Example:

By June 30, 2006, develop a two-year scope of work (SOW) and line-item, cost reimbursement budget and Budget Plan, based on the CX needs assessment and submit to CDHS/TCS for Phase II funding consideration.

Required activities number 21-29 must occur between March 1, 2006 to April 7, 2006:

21. Conduct a strategy session with the community planning group to prioritize indicators and assets and then select those that will be developed into objectives to address the overall goals. The focus/goal to be accomplished.
22. Draft objectives and seek input from the planning group on ideas for major strategies to accomplish objectives.
23. Attend an in-person technical assistance session with CDHS/TCS staff to develop a 2-year comprehensive SOW, budget, and budget justification.
24. Assign objectives to staff to take lead in drafting program activities, timelines, who is responsible, and tracking measures.
25. Recruit, contract with qualified evaluator, then develop the evaluation plan for each objective.
26. Attend OTIS training on how to input data for CXPP Planning Guide needs assessment and the new 2-year SOW, budget, and budget justification.
27. Complete a draft of the 2-year SOW, budget, and budget justification; review with key stakeholders and refine.
28. Submit final 2-year SOW, budget, and budget justification via the OTIS system.
29. Submit progress report and invoice.

Required activities number 30-33 must occur between April 8, 2006 to June 30, 2006:

30. Attend 1-3 California Partnership for Priority Populations capacity building trainings.
31. Develop staff recruitment plan. *(Applicants must embellish on methods to be used for recruitment.)*
32. Negotiate implementation plan and budget, if Phase I is satisfactorily completed in a timely manner.
33. Submit final progress report and final invoice for Phase I.

8. Budget Plan, Phase I = 10 POINTS

(Attachment 7) *Note: this fillable form is available on the CDHS/TCS website at <http://www.dhs.ca.gov/tobacco/html/requestforapplications.htm>, follow the link to RFA TCS 05-102, Fillable Electronic Forms.*

Criteria:

Funding preference shall be given to applicants that:

- Submit a Budget Plan following RFA instructions that provides the level of detail sufficient to justify the proposed quality and quantity of activities in the required SOW;

- Propose reasonable personnel and consultant costs, given the qualifications of the individuals and needs of the project, and propose salaries consistent with comparable State civil service classifications;
- Ensure that the Budget Plan is mathematically correct;
- Propose reasonable operating expenses including sufficient travel;
- Submit a Budget Plan that is a realistic depiction of the expenses for the project.

Budget Plans must be prepared and spent within the nine month grant term ending June 30, 2006. Funds not spent in one FY will not be available for use in the following FYs.

Budget Plan Phase I Instructions

Phase I is a fixed cost project. Reimbursement will be made according to a fixed cost* schedule based on SOW activities. Prepare a budget plan for the entire nine month grant period which will describe and justify the expenditures associated with the required SOW. Use whole numbers and round to the nearest dollar.

CDHS/TCS requires a narrative budget plan to determine if the applicant has considered inclusive and appropriate cost amounts to complete the required work activities over the nine month grant term. The budget plan requirement is in accordance with CDHS/TCS' fiscal compliance policies and provides a means to document expenses for project activities and audit purposes. The budget plan will become a referenced, not attached, grant document. A fixed cost document based on the chart in this RFA, Section II will be used as the grant payment schedule, and included in the agreement.

Phase II budget instructions will be released in a separate communication from CDHS/TCS.

Please refer to **Attachment 7** for the required Budget Plan Format. This format is required to maintain a standardized review. A budget plan Excel template fillable form Attachment 7 is provided. A Budget Plan Sample is also included as **Appendix G**. You are required to use the template format even if you choose not to use the fillable form. CDHS/TCS illustration information on the Budget Plan Sample is an example used to demonstrate format. Grantees should determine their own agency requirements for staffing and operating expenses to complete the Phase I SOW. The fillable form template can be accessed at: <http://www.dhs.ca.gov/tobacco/html/requestforapplications.htm>, RFA TCS 05-102, Fillable Electronic Forms.

** Phase I is a fixed cost reimbursement project. All services rendered under this agreement in Phase I are on a fixed cost reimbursement schedule. Grantees are responsible for performing all tasks, responsibilities, and providing all deliverables identified in this agreement, at the fixed cost amounts*

regardless of any difference in the actual number of hours required to perform the work and those fixed cost amounts reimbursed by CDHS/TCS.

a. Salary Costs

This category of the Budget Plan provides detail on project staffing. If your agency currently has qualified and skilled staff that can be assigned to this project indicate the current staff title, salary range, percent of time, pay periods, and brief description of duties performed that meet program requirements. If you need to recruit and hire staff to fill this position indicate the position title, salary range, percent of time, pay periods, and a brief description of the qualifications you seek.

(1) Position Title:

List all position classifications/titles for the 9 month grant period. Position titles used in the Budget Plan must be consistent with the titles used in the SOW in the "Responsible Party" column. Management and fiscal personnel (e.g., executive director, deputy director, attorney, bookkeeper, etc.) budgeted at less than 10 percent should not be included in the Personnel Costs category, but should be included in the Indirect Expenses category. Agencies having an established policy that includes such positions in the Personnel Costs category shall so indicate and attach a copy of the policy to the Budget Plan.

(2) Salary Range:

Identify the actual salary range and the frequency of pay periods (monthly, semi-monthly, bi-weekly, weekly, hourly) for each position. The salary range shall reflect the frequency that the employee is actually paid. Do not use annual salaries. Whether part-time or full-time, enter the low-end and high-end of the full-time salary range for each position listed. Make sure the high-end of the salary range allows for any anticipated salary increases (e.g., performance or merit salary adjustments).

Examples of actual salary ranges are: \$3,000-\$3,473 per month, \$1,800-\$1,985 per semi-monthly pay period, \$1,600-\$1,764 per bi-weekly pay period, \$840-\$926 per week, \$9-\$12 per hour, etc.

Pursuant to Section 3.17.1 of the State Contracting Manual, salaries paid to project staff, shall not exceed those paid to State personnel for similar positions/classifications. (See **Appendix H** for a listing of Comparable State Civil Service Classifications.) If any proposed salary exceeds the State personnel salaries, justify the reason and necessity for the higher rate. Any such justification will receive close review by the State, and

must be approved in writing by the State. CDHS/TCS may request additional information during contract negotiations.

(3) Percent of Time:

For each position indicate the percent of time, in whole numbers, or the total hours per pay period. For example, a full-time bi-weekly employee is 100 percent time, a bi-weekly employee who works 20 hours of a 40-hour workweek is 50 percent time. For hourly employees estimate the total number of hours per pay period (allow for low and high working cycles). If the amount of time for some positions vary from month to month, enter a percent of time range (e.g., 30 to 40 percent, or 10 to 20 hours per pay period, etc.). A Full Time Equivalent (FTE) staff is 2080 hours annually, including paid vacation.

(4) Pay Periods:

Indicate the number of pay periods for which payment shall be claimed. Pay periods are defined as follows:

Monthly = 12 pay periods per year

Semi-monthly = 24 pay periods per year

Bi-weekly = 26 pay periods per year

Weekly = 52 pay periods per year

Hourly = "X" number of hours per pay period (*do not use percents of time if a position is paid hourly*)

(5) Description of Duties:

Provide a brief description of the duties, responsibilities, and activities to be performed by each position in support of this grant. Indicate the appropriate percent of time for each staff person. Indicate supervision responsibilities, liaison activities with CDHS/TCS and partnerships, and other primary responsibilities.

(6) Amount Requested:

Calculate and list the dollar amount requested for each position. (Salary x percent of time x number of pay periods = Total for position).

NOTE: The total amount requested cannot be:

- less than the lowest dollar amount computed by multiplying the low-end of the salary range x the low end of the percent of time x the lowest number of pay periods; or

- greater than the highest dollar amount computed by multiplying the high-end of the salary range x the high-end of the percent of time x the highest number of pay periods.

Total Salary Costs: Add all staff position dollar amounts requested in support of this grant to compute the total salary costs.

b. Fringe Benefits

Refer to **Appendix I**, Contract Uniformity, for specific allowable Fringe Benefits.

Please note:

- Fringe Benefits do not include employee leave (i.e., annual leave, vacation, sick leave, holidays, jury duty, and/or military leave training);
- Regarding workers compensation, budget only for the premium. Actual workers compensation claims will not be allowed.

List the benefits that your agency provides. If applicable, identify positions that will not receive benefits with an asterisk (*). List the percentage rate and the dollar amount requested for fringe benefits. If the percentage rate for benefits differs for various positions, indicate the low and high range (e.g., 20 to 25 percent).

Total Fringe Benefits Costs: Add all Fringe Benefits dollar amounts requested to compute total fringe benefits costs.

Total Personnel Expenses: Add the Total Salary Costs and Fringe Benefits Costs to compute the Total Personnel Expenses.

c. Operating Expenses

(1) CDHS/TCS Communications Network (PARTNERS)

All funded grantees are required to obtain and maintain an active PARTNERS account. While there is no charge to CDHS/TCS-funded grantees for the PARTNERS subscription, your agency should budget for the monthly-Internet access fees for the entire grant period. If you choose not to budget for this line item you must provide an explanation as to how you will access PARTNERS (e.g., agency has local area network with automatic access to Internet). Applicants should budget for DSL or comparable high speed Internet connection over the term of the contract. Dial-up Internet connection will be problematic with CDHS/TCS and accessing information.

(2) Space Rent/Lease

Provide the total number of square feet to be charged to this grant and the cost per square foot. Allow for any anticipated rate increases during the period. Multiply these figures by the number of months in the grant period to obtain the subtotal. Square footage shall not exceed 150 square feet per FTE plus "reasonable" square footage for shared space such as conference rooms, storage space, etc. If the total square footage needs of the project exceed State standards, justify the need for the additional space.

(total square feet) x (cost per square feet) x (number of months)

Example

2 staff x 150 square feet x \$1.25/ square feet x 9 months = \$3,375

- (3) Other agency-defined subcategories. After budgeting for the above item, you may add other "agency-defined" subcategories. In this line item number each "additional" subcategory and provide a justification for each. The justification should provide a complete description of the line item as well as a formula of how you arrived at the budget amount requested.

Some typical additional subcategories are listed below:

- *Office Supplies:*
This expense is for general office supplies (e.g., pens, pencils, paper, etc.). Equipment, travel expenses, etc., are not considered office supplies.
- *Postage:*
This expense is for postage of correspondence and other materials.
- *Duplicating:*
This expense is for "in-house" duplicating and reproducing when the duplicating is internal and routine and usually for small office jobs. This can include the tobacco program's share of your agency's copy machine usage. It can also include copier maintenance agreements, copier supplies such as paper, toner, etc. (Duplicating supplies such as paper and toner may be included in either the Office Supplies Line Item or the Duplicating Line Item, but should not be included in both.)
- *Printing:*
This line item is for printing and reproduction for larger jobs completed by outside vendors (e.g., brochures, leaflets, posters, forms, etc.).

- *Audit Expenses:*
All CDHS/TCS-funded grantees are required to conduct an audit in accordance with the requirements specified in the Federal Office of Management and the Budget Circular A-133, entitled "Audits of States, Local Governments, and Non-Profit Organizations." The Budget amount should represent the proportionate amount of this contract in relationship to your business' total revenue. For example, if this contract represents ten percent of your business' total revenue, then this contract would be responsible for no more than ten percent of the total annual audit costs. In your justification, provide the dollar amount allocated for the audit, how you arrived at this figure, the percentage this contract represents of your business' total revenue and identify FY in which you operate (e.g., July 1 through June 30). When combined, this Audit Expense line item plus the Indirect Expenses line item must not exceed 25 percent of your total personnel expenses (Personnel Costs plus Fringe Benefit line item amounts). Applicants choosing not to allocate funds for audit purposes must provide a written justification indicating how they intend to comply with the audit requirement.

Total Operating Expenses: Add all Operating Expense Line Items in order to compute the Total Operating Expenses.

d. Equipment Expenses

Due to the limited availability of funds for this RFA, there will be no office equipment purchases (i.e., desks, chairs, cabinets, facsimile machines, personal computers, etc.) allowed. At least one computer system, designated for use by this project, must meet the minimum specifications outlined in **Attachment 5**. If the computer equipment available to this project does not meet the specifications, CDHS/TCS may authorize the upgrade or purchase of computer software to bring one computer system up to the minimum specifications. Therefore identify associated computer software costs.

e. Travel/Per Diem and Training

Travel and training are to be consistent with the needs of the tobacco control project and supportive of the SOW. Travel is reimbursed at the current State Department of Personnel Administration rates. See **Appendix J**, Travel Reimbursement Information. Additionally, State funds may not be used for out-of-state travel, per diem, and training/conferences without prior written approval by CDHS/TCS.

NOTE: The following numbered line items must appear in every Budget Plan in the order presented here. If there are no expenses related

to one of these line items, enter zero. Do not add any additional subcategories – use only the ones provided below.

(1) Project Travel/Training:

- (a) Project Travel: Includes airfare, meals, lodging, incidental expenses, and mileage which are necessary to implement your SOW (e.g., to conduct local surveys connected to community needs assessments, to attend local or statewide events related to your SOW, meetings or trainings, etc.). Provide the approximate dollar amount requested for project travel that is directly related to completion of the SOW.
- (b) Project Training: Includes registration fees for staff development or any other additional training events for professional, clerical, administrative personnel, advisory board members, youth volunteers, committee members, etc., necessary for the completion of activities in the SOW. Training may include courses on computer software, meeting facilitation, planning, leadership, etc. Provide the dollar amount requested for project training costs that are related to completion of the SOW.

(2) Required CDHS/TCS Travel/Training:

General Description:

- (a) Number of Trainings/Conferences: CDHS/TCS will conduct one (1-2 days, Sacramento, CA) in person trainings on how to conduct a community needs assessment utilizing the CXPP Planning Guide; and 1-3 (one day training [budget for minimum of 2], Sacramento, CA) in person capacity building trainings with the CPPP.
- (b) These trainings/conferences are specifically directed toward CDHS/TCS-funded projects, provide opportunities for project staff to learn from national, state, and local experts regarding capacity building and needs assessments, and are a means to be connected to California's larger tobacco control movement.
- (c) Length of Trainings/Conferences: Each training/conference is usually one to two days.
- (d) Training Sites: Each training is generally offered only once. Occasionally, trainings are offered twice: one in Northern California (generally Bay Area or Sacramento counties) and one in Southern California (generally Los Angeles, Orange, or San Diego counties).

- Trainings/Conferences by CDHS/TCS and Statewide Contractors:

It is recommended that you budget for 1-2 staff to attend a minimum of three CDHS/TCS trainings during the nine month term at \$750 per person. Provide a numeric formula that reflects how you are budgeting for this cost (e.g., 2 staff x 3 trainings x \$750 per training = \$4,500).

Total Travel/Per Diem and Training: Add items to compute the Total Travel/Per Diem and Training Expenses.

f. Consultants

(1) Other agency-defined consultants. Sequentially number each additional consultant and provide a justification for each. The justification should provide a complete description of the line item as well as a formula of how you arrived at the budget amount requested. Please keep the following points in mind:

- Consultants are individuals whose level or area of expertise relating to the project activities extends beyond that possessed by project staff. Typical services provided by a consultant are advice on programmatic issues (e.g., group facilitator, in-service training, program design and development, survey and focus group testing, etc.). At no time should a consultant's fee exceed the fee of a comparable state civil service classification, inclusive of all costs, but excluding travel/per diem. The rate should be commensurate with the consultant's level of training, expertise, and national recognition. Every effort should be made to negotiate the lowest possible cost. Refer to **Appendix H** for a list of Comparable State Civil Service Classifications. If you cannot find a comparable classification on this chart, contact CDHS/TCS for assistance. Make sure the consultants listed in the Budget Plan are also referenced in the SOW in the Responsible Party column. For each consultant, provide the consultant name, hourly rate, number of hours to be worked (e.g., per week, per month, per year, etc.), total cost, and description of activities to be performed.
- The concept of the consultants in the RFA will be reviewed by the assigned application reviewers. If approved and prior to reimbursement, CDHS/TCS must review and approve consultant agreements costing \$5,000 or more.

Total Consultants: Add consultant line item amounts to compute the Total Consultants.

g. Other Costs

NOTE: The following items must appear in every Budget Plan in the order presented here. If there are no expenses related to one of these line items, enter zero.

Refer to the Competitive Grantees Administrative and Policy Manual, Section II, Chapter 300, for more information on educational materials, promotional items, and incentives.

(1) Educational Materials:

Includes the purchase of brochures, pamphlets, posters, curriculum, training guides, videos, slides, flip charts, CD-ROMs, etc., necessary for program activities.

NOTE: Do not itemize; use broad categories and estimates only.

(2) Promotional Items:

These are miscellaneous items provided to individuals in order to generate visibility and interest, increase public awareness, and to promote attitudes which support tobacco control activities in the community (e.g., buttons, key chains, stickers, posters, inexpensive visors, etc.). The intent of the bumper sticker is not to facilitate behavior change, but to generate interest and enthusiasm for the program. Make sure the promotional items listed in the Budget Plan are also referenced in the SOW. Provide a list of promotional items and total budgeted amount.

NOTE: Do not itemize or give detail of quantity, cost, or subtotal for each item. Only provide a list of items and the total budgeted amount. These are only estimates.

(3) Incentives: *(not to exceed \$50 per participant per year)*

These are awards provided to intervention participants to reinforce a positive behavior change. Cash awards and rewards are not permitted. Incentives are not to exceed \$50 worth of merchandise per person per year. Make sure the incentive items listed in the Budget Plan are also referenced in the SOW. List incentive items and total budgeted amount.

(4) Other agency-defined subcategories. After budgeting for the above items you may add other agency-defined subcategories. Sequentially number each additional subcategory and provide a justification for each. The justification should provide a complete description of the line item as well as a formula of how you arrived at the budget amount requested. Please keep the following points in mind:

- Please list them individually and be specific. For example, facility fees for renting a meeting room to conduct training or renting a booth at a health fair, etc.
- Provide enough information to justify each additional line item.
- Make sure the additional line items listed in the Budget Plan are also referenced in the SOW.

Total Other Costs: Add all other costs line items in order to compute the Total Other Costs.

h. Indirect Expenses

Indirect Expenses are costs that are not directly associated with the project's deliverables. Examples of Indirect Expenses are: management and fiscal personnel (e.g., executive director, deputy director, attorney, bookkeeper), bookkeeping and payroll services, utilities, building and equipment maintenance, janitorial services, insurance costs, and any expenses related to the mandatory annual Financial and Compliance Audit.

Provide a list of all indirect expenses charged to this grant and the dollar amount requested. Indirect expenses CANNOT EXCEED 25 percent (25%) of the Total Personnel Expenses (Salary Costs plus Fringe Benefits).

NOTE: Costs associated with the annual Financial and Compliance Audit may either be budgeted in this line item or budgeted in the Audit Expense line item under Operating Expenses. If audit costs are budgeted in the Audit Expense line item, the Audit Expense line item plus Indirect Expenses line item must not exceed 25 percent of the TOTAL PERSONNEL EXPENSES (Salary Costs plus Fringe Benefit line item amounts).

Total Expenses: Add items a. to h. to compute Total Expenses.

9. **Additional Required Forms**

The following documents require completion/signature by the person authorized to bind the application agency.

- Acknowledgement of Communication Form (**Attachment 4**)
- Drug-Free Workplace Certification (**Attachment 8**)
- Agency Documentation Requirements (**Attachment 9**)
- Proof of Non-Profit Status (No Attachment)

California public or private nonprofit organizations are eligible to apply for funds. For those applicants claiming private nonprofit status, a certification from the State of California, Office of Secretary of State, or a letter from the

Department of the Treasury, IRS classifying the applicant as a private nonprofit must be included with the application (See sample certification and letter in **Appendices B and C**).

- Certification of Non-Acceptance of Tobacco Funds (**Attachment 10**)

For your convenience, fillable electronic forms are available at <http://www.dhs.ca.gov/tobacco/html/requestforapplications.htm>, RFA TCS 05-102.

V. TABLE OF CONTENTS FOR ENCLOSED ATTACHMENTS

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APPLICATION COVER SHEET
RFA TCS 05-102
Addressing Priority Populations in Tobacco Control

1. Applicant Information:

Applicant Name _____

Project Name _____

Mailing Address _____

City/State/Zip _____

County _____

Contact Person _____

Telephone () _____ FAX () _____

E-mail _____

Federal Taxpayer Identification Number _____

2. Term of Grant: Phase I: October 1, 2005 to June 30, 2006

Total Budget Amount Requested for

3. Phase I: \$75,000.00 _____

4. Location/Geographic Service Area: _____

5. Check the priority population(s) areas addressed in this application:

- ☐ African-American (AA)
☐ American Indian/Alaska Native (AI/AN)
☐ Asian and Pacific Islander (API)
☐ Hispanic/Latino (H/L)
☐ Lesbian, Gay, Bisexual, and Transgender (LGBT)
☐ Low Socioeconomic Status (SES)

6. The undersigned hereby affirms that the statements contained in the application package are true and complete to the best of the applicant's knowledge and accepts as a condition of a grant, the obligation to comply with the applicable state and federal requirements, policies, standards, and regulations. The undersigned recognizes that this is a public document and open to public inspection. Person authorized by the Board to sign (e.g., Board of Directors, Superintendent of Schools, etc.):

Signature of
Agency Representative: _____ Date: _____

Print Name and Title: _____

APPLICATION CHECKLIST

The following attachments and components must be completed and submitted in the order shown here. Applications that are missing any of these attachments or components will be considered non-compliant and will not be reviewed. Please note that you are not required to submit the Application Checklist.

| <u>Attachments and Components</u> | <u>Check Mark</u> |
|---|--------------------------|
| • One (1) Original Application | <input type="checkbox"/> |
| • Six (6) copies of the entire Application | <input type="checkbox"/> |
| • ➤ Application Cover Sheet (Attachment 1) | <input type="checkbox"/> |
| • Application Checklist (Attachment 2) | <input type="checkbox"/> |
| • Table of Contents (Attachment 3) | <input type="checkbox"/> |
| • Narrative (Five-page maximum) | <input type="checkbox"/> |
| • Coordination (Five-page maximum, not including Attachment 4) | |
| • ➤➤ Acknowledgement of Communication Form (Attachment 4) (Minimum two forms) | <input type="checkbox"/> |
| • Coordination of a Community Planning Group | <input type="checkbox"/> |
| • Community Planning Scenarios | <input type="checkbox"/> |
| • Applicant Capability (Ten-page maximum, not including Attachment 5, and Letters of Reference) | |
| • Program Experience | <input type="checkbox"/> |
| • Administrative/Fiscal Experience | <input type="checkbox"/> |
| • Equipment | <input type="checkbox"/> |
| • Computer Hardware/Software Minimum Specifications (Attachment 5) | <input type="checkbox"/> |
| • Letters of Reference (Two required) | <input type="checkbox"/> |
| • Scope of Work, Phase I (Attachment 6) | <input type="checkbox"/> |
| • Budget Plan, Phase I (Attachment 7) | <input type="checkbox"/> |
| <u>Additional required forms</u> | |
| • ➤ Drug-Free Workplace Certification (Attachment 8) | <input type="checkbox"/> |
| • ➤ Agency Documentation Requirements (Attachment 9) | <input type="checkbox"/> |
| • Proof of Non-Profit Status | <input type="checkbox"/> |
| • ➤ Certification of Non-Acceptance of Tobacco Funds (Attachment 10) | <input type="checkbox"/> |

NOTE: ➤ Denotes the document requires a signature by the person authorized to bind the applicant agency. Read the documents and allow time to obtain the required signature.

➤➤ Denotes the document requires a signature by the CDHS/TCS-funded project. Please allow adequate time to obtain the required signature.

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ACKNOWLEDGEMENT OF COMMUNICATION FORM

For CDHS/TCS

Addressing Priority Populations in Tobacco Control RFA (TCS 05-102)

TO:

Project Director

*Agency Name**Agency Classification:*☐ Local Lead Agency☐ CA Partnership for Priority Populations

FROM:

Applicant Agency Representative

Applicant Agency Name

Please answer the following statements, sign, and return this form to the applicant agency immediately. Thank you.

I confirm that the applicant agency identified above communicated with me their intent to apply for Phase I of CDHS/TCS RFA (TCS 05-102), the targeted community they will work with, and communicated needs related to coordination, technical assistance, and/or collaboration in the proposed Scope of Work activities.

☐ **Yes**, there was adequate communication with the applicant agency to plan for coordination, technical assistance, and/or collaboration where appropriate.

☐ **No**, there was not adequate communication with the applicant agency to plan for coordination, technical assistance, and/or collaboration

If the applicant agency is planning to coordinate or collaborate with your agency briefly describe how:

Is there duplication of activities in the proposed area/priority population? ☐ **Yes** ☐ **No**

If yes, please explain:

Signature: _____ Date: _____

COMPUTER HARDWARE/SOFTWARE MINIMUM SPECIFICATIONS

The following hardware/software minimum specifications are necessary to ensure the proposed project has equipment for the purposes of: producing state-mandated progress reports, completing statewide independent evaluation instruments and reports, participating in PARTNERS and OTIS (Online Tobacco Information System).

| Type | Minimum | # of Computers which meet the minimum |
|---|--|---------------------------------------|
| Hardware | | |
| Processor | 2.6 mhz, Pentium IV-class | |
| Hard Drive | 40 Gigabyte | |
| RAM | 512 Megabyte | |
| Monitor | 17" | |
| Printer | HP Laserjet printer | |
| Network Card | 10/100 ethernet network adapter card | |
| Peripherals | 3.5" Floppy Disk Drive CD Rom + CD/RW Drive | |
| Modem | Local Area Network (LAN) LAN-based internet access or DSL service if available in area | |
| Software | | |
| Operating System | Microsoft (MS) Windows 2000 or XP Professional | |
| Presentation | PowerPoint 2000 | |
| Word Processing | Word 2000 (as part of Office 2000 Professional Suite) ① | |
| Spreadsheet | Excel 2000 (as part of Office 2000 Professional Suite) ① | |
| Database | MS Access (as part of Office 2000 Professional Suite) ① | |
| Broadband Internet Service Provider (ISP) | E-mail and internet access; or through existing LAN, if available. | |
| Internet Access | Broadband ② if available in area; or LAN internet access, if already available. | |
| Browsers | Internet Explorer v. 6.0 | |
| Adobe Acrobat Reader | Adobe Acrobat Reader 6.0 | |
| Statistical | Epi info version 3.3 ③ | |
| Antivirus Software | Required (most current version of any brand) | |

① - If MS Office 2000 Professional is not available as part of the computer package, MS Office 2002 Professional, MS Office 2003 Professional, or MS Office XP Professional may be considered instead.

② - Such as AOL, Compuserve, Earthlink, MSN, SBC Communications, Inc., SureWest, or any other Broadband Internet Service Provider which provides E-mail and high-speed internet access.

③ - May be downloaded for free at <http://www.cdc.gov/epiinfo/>

Exhibit A
Scope of Work
Phase I

Grantee Name:

Contract Number

| | | | | | | | |
|----------------------------------|----------------|---|-----------------------|----------------------|-------------------|---------------------------------|------------------------------------|
| Project Name: | Revision Date: | | | | Report Period: | | |
| Objectives/Activities/Evaluation | © | % | Start/ End Date | Responsible Party | Tracking Measures | For Progress Report Use Only | |
| | | | | | | Document Number/ Letter | Actual Date(s) Complete d |
| Objective: | | | | | | | |
| | | | | | | | |
| Activities: | | | | | | | |
| | | | | | | | |
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+ On file in office.

BUDGET PLAN PHASE I

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BUDGET PLAN PHASE I

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BUDGET PLAN PHASE I

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STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (12/93)

I, the official named below, hereby swear that I am duly authorized legally to bind the prospective bidder, contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

COMPANY / ORGANIZATION NAME:

OFFICIAL'S NAME:

DATE EXECUTED:

EXECUTED IN THE COUNTY OF:

CONTRACTOR or GRANT RECIPIENT SIGNATURE:

TITLE:

FEDERAL ID NUMBER:

The firm named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

At the election of above named firm, from and after the "Date Executed" and until _____ (not to exceed 36 months), the Department of Health Services (CDHS) will regard this certificate as valid for all contracts or grants entered into between the above named firm and CDHS without requiring the above named firm to provide a new and individual certificate for each contract or grant. If the above named firm elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the above named firm and CDHS.

AGENCY DOCUMENTATION REQUIREMENTS

The California Department of Health Services may audit contracts at any time. The documentation required for each audit may typically include, but is not limited to the following:

Fiscal Records

- A. General Ledger, Journals, and Charts of Accounts
- B. Cash Receipts and Disbursements Journal with Supporting Documents
- C. Vendor Invoices to Support Expenditures
- D. Program Remittance Advices from State Controller
- E. Payroll Records, including, but not limited to, personnel time sheets signed/dated by the employee and supervisor reflecting actual time worked on program.
- F. Travel Log, Employee Expense Claims, and appropriate receipts
- G. Billing Records (Program Log)
- H. State and Federal Tax Withholding Records
- I. Financial Statements and Independent Auditor's Report
- J. Computation of the Fringe Benefit of Fund Sources
- K. Agency wide Budget and Listing of Fund Sources
- L. Copies of Monthly Invoices to the State
- M. Copies of Reimbursement Warrants and Remittance Advices from the State
- N. Administrative Manuals such as Personnel Policies and Procedures, Travel Policies and Procedures

Program Records

- A. Project Application (submitted in response to this RFA)
- B. Contract and Contract Amendments
- C. CDHS/TCS Competitive Grantee Administrative and Policy Manual
- D. Progress Reports and the Final Report
- E. Program Audit Reports of Site Visits
- F. Scope of Work
- G. Correspondence Regarding the Contract and/or Subcontracts
- H. Program implementation records that document the number of people served, materials developed activities conducted, etc. These records may include, but are not limited to logs, sign-in sheets, meeting minutes, survey and evaluation data, etc.

Other Records

- A. Board of Director's Minutes and Articles of Incorporation
- B. Non-Profit Approval Letter/Certification
- C. Organization Chart (Agencywide) and Duty Statements
- D. Program Correspondence Files
- E. Other Program Audits of the Facility

I certify that the above will be available upon request by the CDHS/TCS Program Consultant/Contract Manager and/or Auditors.

Agency Financial Management Official:

Signature

Date

Print Name and Title

CERTIFICATION OF NON-ACCEPTANCE OF TOBACCO FUNDS

 Company/Organization Name

Please check one of the following:

☐ The applicant named above hereby certifies that it will not accept funding from nor have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries, or parent company during the term of the contract from the California Department of Health Services, Tobacco Control Section. Acceptance of such funds during the term of the contract is grounds for termination.

☐ University/Colleges Only

The Principal Investigator of the university or college named above hereby certifies that he/she or any of the investigators associated with (either paid, voluntary, or in-kind) this contract have not received funding from nor had an affiliation or contractual relationship with a tobacco company, any of its subsidiaries, or parent company within the last five (5) years prior to the start date of the contract period. In addition, the Principal Investigator of the university or college named above hereby certifies that he/she or any of the investigators associated with this contract will not accept funding from nor have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries, or parent company during the term of the contract from the California Department of Health Services, Tobacco Control Section. Acceptance of such funds during the term of the contract is grounds for termination.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Director of Agency or Principal Investigator:

 Signature

 Date

 Print Name and Title

VI. TABLE OF CONTENTS FOR ENCLOSED APPENDICES

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CALIFORNIA'S TOBACCO CONTROL PROGRAM

The scope of the health education campaign launched by the California Department of Health Services, Tobacco Control Section (CDHS/TCS) is addressed in the Health and Safety (H&S) Code, Part 3, Chapter 1, commencing with Section 104350. These statutes authorize CDHS/TCS to fund a variety of innovative approaches to reduce tobacco use. These approaches include funding for local programs, including: 1) county and city health departments; 2) competitively selected community agencies through a competitive grant program; 3) statewide projects; 4) a statewide media campaign; and 5) an extensive evaluation of the entire Tobacco Control Program (TCP). The following is a description of key projects funded by CDHS/TCS, as of December 2004:

- A. **Local Programs:** The Local Programs Component provides training and technical assistance to the field, promotes advocacy campaigns and policy development, assists with educational materials development, and coordinates statewide campaigns such as Project SMART (Sponsorship Mission: Avoid Reliance on Tobacco) Money, the Strategic Tobacco Retail Effort (STORE) Campaign, and the Live, Work, and Play Campaign.

For additional information about local projects, review the CDHS/TCS-funded project lists at <http://www.dhs.ca.gov/tobacco/html/RequestForApplications.htm>, RFA TCS 05-102, Supplemental Materials.

Four groups comprise Local Programs:

1. **Local Health Departments:** Each of the 58 county and 3 city health departments are designated as Local Lead Agencies (LLAs). As the lead tobacco control agency at the community level, the LLA is responsible for coordinating information, referral, outreach, and education activities within its respective health jurisdiction. In general, the LLA is the lead on local community policy development, facilitation of enforcement of tobacco control laws, and local provision of tobacco cessation services.
2. **Competitive Grantees:** The competitive grant program funds a variety of community, statewide, and pilot projects. The agencies funded through this program are nonprofit agencies and may include community-based organizations, voluntary health organizations, health clinics, ethnic organizations, labor organizations, and youth organizations. Approximately 30 projects are currently funded.

3. **Partnerships for Priority Populations:** Seven nonprofit organizations are funded through the California Partnerships for Priority Populations program to provide a variety of population-specific, tobacco-control services and advocacy campaigns statewide. These include:
 4. **Statewide Grants:** CDHS/TCS funds several grants that are designed to have a statewide impact, by providing technical assistance and/or services throughout California. Statewide grants offering assistance to CDHS/TCS-funded projects are the Tobacco Education Clearinghouse of California (TECC), California Smokers' Helpline (1-800-NO BUTTS), Technical Assistance Legal Center (TALC), The Center for Tobacco Policy and Organizing (The Center), California Youth Advocacy Network (CYAN), Council for Responsible Public Investment (CRPI), and the statewide secondhand smoke (SHS) project (to be named).
- B. **Statewide Media Campaign:** The statewide Tobacco Control Media Campaign (TCMC) consists of a Tobacco Control Advertising Campaign (TCAC) and a Tobacco Control Public Relations Campaign (TCPRC). Both include linguistically and culturally relevant ethnic-specific campaigns. The TCMC utilizes thought-provoking messages to effectively communicate the dangers of tobacco use, the impact of SHS, and the tobacco industry's marketing ploys. The TCPRC includes communications planning and implementation, media relations and advocacy, technical assistance to local programs, grassroots coalition building, promotional event development, news conference coordination, media alerts and press releases, and media monitoring. The advertising and public relations components must be synergetic, delivering clear, powerful messages, with the greatest reach and frequency possible.
- C. **Data Analysis and Evaluation:** CDHS/TCS tracks and evaluates adult and youth tobacco knowledge, attitudes, and behavior through telephone and in-school surveys. These surveys also provide information about public opinion and knowledge related to tobacco use, which enables the other tobacco control components to more appropriately target their education and media outreach. Additionally, both in-house and independent evaluations of all tobacco control components are conducted to monitor progress toward reaching program goals and objectives, and to determine which strategies are most effective in reducing tobacco use. Evaluation data is incorporated into advertising strategies.

As noted previously, the California TCP has four broad program priorities. These four priorities and the rationale for them are discussed below:

1. Counter Pro-Tobacco Influences in the Community

Tobacco industry advertising and promotions are major social and economic forces aimed at promoting tobacco use. While the 1998 Master Settlement Agreement (MSA) with the tobacco companies mandated changes in the behavior of the industry, including specific prohibitions against advertising and promotional strategies that target youth, eliminating tobacco industry influence in local communities remains one of the highest priorities for California's TCP. The tobacco industry continues to maintain massive expenditures on advertising and promotion campaigns. As a result, Californians are exposed to saturation levels of media, which both stimulate adult consumption of cigarettes and increase the risk of youth initiation. Tobacco companies sponsor and strategically target specific community events, such as rodeos, festivals, concerts, and ethnic-specific cultural events to create the perception that the use of tobacco is condoned by those events and is glamorous, social, and normal. In addition, the motion picture industry has increasingly dramatized the use of tobacco in movies, thus aiding in recruiting thousands of new adolescent smokers.

Counter-marketing strategies can have a powerful influence on public support for tobacco control and set a supportive climate for community and school-based efforts. Counter-marketing activities can promote smoking cessation and decrease the likelihood of initiation. Counter-marketing consists of a wide range of efforts, including paid television, radio, billboards, and print ads. Media advocacy and other public relations techniques include press releases, local tobacco-free events, and health promotion activities, as well as efforts to reduce or replace tobacco industry sponsorship and promotions. Research on counter-marketing suggests that successful media interventions must have sufficient reach, frequency, and duration.

Countering pro-tobacco influence strategies include:

- Educating the public and high-risk groups about the marketing and promotion practices of the tobacco industry.
- Interventions to eliminate the tobacco industry's presence and influence in California's communities, including racial and ethnic groups, LGBT, and low SES groups through sponsorship, corporate donations, print advertising, etc.
- Tracking and reporting tobacco industry MSA violations.
- Enforcement of policies to reduce exposure to tobacco advertising and promotions.
- Countering efforts to block or weaken regulation of tobacco or existing tobacco control policies.

- Passing local resolutions supporting smoke-free movies.
- Exposing the manipulation of tobacco product advertising to appear less harmful (e.g., light and low tar cigarettes).

In addition, because of the increase in smoking among young adults (18 to 29 year-olds), strategies are needed to impact this population and counter tobacco industry tactics that position tobacco use as “edgy” and “cool.”

2. Reduce Exposure to Secondhand Smoke and Increase the Number of Smoke-Free Public Spaces, Worksites, Schools, and Communities

The risks of tobacco use extend beyond the actual user. Exposure to SHS increases nonsmokers’ risk for lung cancer and heart disease. Among children, SHS is also associated with serious respiratory problems, including asthma, pneumonia and bronchitis, sudden infant death syndrome, and low-birth weight. Protecting California workers and the public from the effects of SHS and helping large numbers of smokers to get the environmental support they need to quit smoking remains a high priority for California's TCP.

In 1994, the California State Legislature enacted the Smoke-Free Workplace Act, Assembly Bill (AB) 13 (Labor Code [LC] Section 6404.5). This law prohibited smoking in most enclosed worksites with limited exemptions. January 1, 1998, ushered in the second phase of LC Section 6404.5, which extended the no smoking policy to bars, taverns, and gaming clubs. Education was provided by all Proposition (Prop) 99-funded agencies to employers, employees, and the public about the health effects of SHS and the need for restrictions. These efforts continue to build support for the restrictions and increase compliance with the law. Continued enforcement activities, including reporting violations of clean indoor air ordinances and laws, and prompt investigation, along with a graduated series of civil warnings and penalties, also remain critical to the continued success of LC Section 6404.5.

The health of nonsmokers is protected by the enforcement of public and private policies that reduce or eliminate exposure to SHS. Studies have shown that enforcement of worksite smoking bans protects nonsmokers and decreases the number of cigarettes that employees smoke during the workday. This cause and effect relationship has been substantiated on a large scale by the California experience in the overall decline in tobacco consumption and smoking prevalence. Since 1988, per capita cigarette consumption has declined 60 percent in California. The average daily cigarette consumption reported by everyday smokers was 15.1 cigarettes per day in 2002, a 16 percent decline from 1994. The proportion of current smokers who are considered light or non-daily smokers has steadily increased in California.

Additionally, the importance of addressing workplaces not covered through AB13, such as work sites with under five employees, American Indian casinos motel lobbies, and apartment units in California is critical. Several American Indian-owned worksites in California, including casinos, are beginning to establish smoke-free policies, but much work still remains to be done to protect workers.

Since state and local laws cover most smoke-free indoor areas, outdoor smoke-free areas are the next wave of tobacco control in California. Public polling has consistently shown strong support for smoke-free outdoor areas including entertainment venues, doorways, and parks.

In 2001, AB 188 (H&S Code Section 104495) was signed into law, establishing smoke-free playgrounds and tot lots. In 2002, the law was extended to smoke-free boundaries within 25 feet of playgrounds (AB 1867). On January 1, 2004, another law protecting Californians took effect. AB 846 (Government Code Sections 7596-7598) prohibits smoking within 20 feet of doorways in buildings owned or leased by the state, counties, and municipalities. This includes the University of California (UC) and California State University (CSU) campuses, as well as community colleges. These bills may not have become law if it were not for the commitment of TCPs who first passed similar policies at the local level.

3. Reduce Availability of Tobacco Products

Almost all adult tobacco users reported having begun smoking before they became adults and were legally able to purchase tobacco. Historically, tobacco uptake has followed a predictable pattern that begins with experimentation by pre-teens, progressing to intermittent use around 13 to 14 years old, then regular use at 15 to 16 years old, to becoming an addicted smoker around 16 to 18 years of age. According to the 2002 California Tobacco Survey (CTS), less than five percent of experimenters report their usual source of cigarettes through purchasing themselves; however, over 34 percent of established daily teen smokers reported purchasing cigarettes as their usual source of cigarettes. Younger youth frequently obtain cigarettes from older youth that can buy cigarettes.

The California experience shows that the combination of enforcing laws that restrict tobacco sales to minors, educating merchants about the penalties for violating the Stop Tobacco Access to Kids Enforcement (STAKE) Act and Penal Code Section 308 (a), and frequent, unannounced retailer compliance checks can reduce illegal sales of tobacco products to minors. Overall, California has seen a significant drop in the rate of illegal tobacco sales, down from 52.1 percent in 1994 to 14.0 percent in 2004. However, certain types of stores

continue to sell tobacco at high rates. In 2004, deli, meat, and produce markets had the highest illegal sales rates at 31.5 percent, followed by “other” types of stores, such as discount “dollar stores, gift stores, and doughnut shops at 23.7 percent. Drugstores and pharmacies sold the next highest at 18.1 percent. Local communities also frequently report higher rates of sale than the statewide average.

While historically, the uptake of tobacco takes place in the high school years, more recent California data from the 2002 CTS suggests that current smokers are completing the uptake process as young adults rather than as adolescents. Reducing the ready availability of tobacco products in the community may be one means to prevent these young adults from becoming addicted smokers.

Thus other important avenues to reduce the availability of tobacco include:

1) eliminating free-tobacco product sampling at venues such as bars, rodeos, motor sport events, fraternity events, and other locations that young adults frequent, and 2) conditional use permit policies to limit the location and density of tobacco retailers in a community to reduce the convenience of purchasing tobacco products.

4. Promote Availability of Cessation Services

Since social norms have shifted from the acceptability of smoking, and cigarette prices have risen substantially, a greater percentage of smokers are trying to quit. More than three out of every four California smokers say they would like to stop smoking.

Past experience demonstrates that the media campaign, coupled with the California’s Smokers’ Helpline and supported at the community level by cessation programs, successfully assist youth and adult smokers in quitting. Smoking cessation is a complex and often-extended process with several repeated quit attempts until success is achieved. As social norms shift away from its acceptability and more smokers become aware of health issues related to smoking, the level of motivation to quit across the entire population of smokers increases, and motivation by smokers to quit on their own increases. As such, cessation becomes the outcome rather than the intervention. However, there is a downside. Some smokers may switch to smokeless tobacco or “harm reduction” products to avoid the social negative stigma of being a smoker or to avoid exposing others to SHS. They may be misled into believing that such products may reduce risk of disease, when in reality, there are no safe tobacco products.

While recognizing that in California, the majority of former smokers report quitting without direct cessation services, CDHS/TCS will continue to fund some direct cessation. CDHS/TCS contractors are encouraged to publicize the availability of the California Smokers’ Helpline, which offers counseling in

English, Spanish, Vietnamese, Korean, Mandarin and Cantonese, and has tailored services for chew tobacco users, hearing impaired, youth, and pregnant women. Also, many CDHS/TCS contractors provide direct cessation services at no cost or for a nominal fee.

In addition to providing direct tobacco cessation services, CDHS/TCS contractors can also promote system changes that support population-based cessation services, such as introducing cessation in large managed health care plans, coordinating with low income clinics providing health care to indigent populations and university/college health centers that serve priority populations, providing physicians, nurses, dentists, and dental hygienists with training to establish systematized patient education and treatment programs in private offices and clinics, cooperating with the American Cancer Society to sponsor the local Great American Smokeout, etc.

STATEMENT DOMESTIC NONPROFIT CORPORATION

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TOBACCO SUBSIDIARY PRODUCTS

Philip Morris / Altria

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occurs.

BEVERAGES

Coffee

General Foods International Coffees
Gevalia
Maxim
Maxwell House
Sanka
Starbucks*
Yuban

Frozen Treats

Mr. Freeze
Kool-Aid Slushies

Powdered Soft Drinks

Country Time
Crystal Light
Kool-Aid
Tang

Ready-to-Drink

Capri Sun*
Country Time
Crystal Light
Kool-Aid Bursts
Tang
Total Balance

CONVENIENT MEALS

Bacon

Oscar Mayer
Louis Rich

Cold Cuts

Oscar Mayer
Louis Rich

Dinner Kits

Stove Top Oven Classics
Taco Bell*

Frozen Pizza

California Pizza Kitchen*
DiGiorno
Jack's
Tombstone

Hot Dogs

Oscar Mayer

Lunch Combinations

Lunchables

Macaroni & Cheese Dinner

Kraft
Kraft Easy Mac
Velveeta

Meat Alternatives

Boca

Meat Snacks

Tombstone

Pastas and Sauces

DiGiorno

CHEESE

Cold Pack Cheese

Woody's

Cottage Cheese

Breakstone's
Knudsen
Light n' Lively

Cream Cheese

Philadelphia
Temp-tee

Grated Cheese

Kraft

Natural Cheese

Athenos
Churny
Cracker Barrel
DiGiorno
Handi-Snacks

TOBACCO SUBSIDIARY PRODUCTS

Philip Morris / Altria

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occurs.

Harvest Moon
Hoffman's
Kraft
Polly-O

Process Cheese Loaves

Kraft Deluxe
Old English
Velveeta

Process Cheese Sauce

Cheez Whiz

Process Cheese Slices

Kraft Deli Deluxe
Kraft Free Singles
Kraft Singles
Kraft 2% Milk Singles
Velveeta

Process Cheese Spread

Easy Cheese

GROCERY

Baking Chocolate/Coconut

Baker's

Baking Powder

Calumet

Barbecue Sauce

Bull's-Eye
Kraft

Breakfast Beverage

Postum

Coating Mix

Shake 'n Bake
Oven Fry

Condiments

Grey Poupon
Kraft
Sauceworks

Cooked Cereal

Cream of Wheat

Cereal Bars

Nabisco

Dips

Kraft

Dog Biscuits

Milk-Bone

Dry Packaged Desserts

Dream Whip
D-Zerta
Jell-O
Minute

Energy Bars

Balance
Oasis Bars

Fruit Preservatives

Ever Fresh

Frozen Whipped Topping

Cool Whip

Ice Cream Topping

Kraft

Margarine

Parkay (Puerto Rico only)

Pasta Salads

Kraft

Pectins

Certo
Sure-Jell

TOBACCO SUBSIDIARY PRODUCTS

Philip Morris / Altria

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occurs.

Pickles/Sauerkraut

Claussen

Pie Crusts

Honey Maid

Nilla

Oreo

Ready-to-Eat Cereals

Post

Alpha-Bits

Banana Nut Crunch

Blueberry Morning

Cinna-Cluster Raisin Bran

Cranberry Almond Crunch

Frosted Shredded Wheat

Fruit & Fiber

Golden Crisp

Grape-Nuts

Great Grains

Honey Bunches of Oats

Honeycomb

Nabisco (Puerto Rico only)

Natural Bran Flakes

Oreo O's

Pebbles*

Raisin Bran

Shredded Wheat

Shredded Wheat 'n Bran

Spoon Size Shredded Wheat

Toasties

Waffle Crisp

100% Bran

Rice

Minute Rice

Salad Dressings

Good Seasons

Kraft

Seven Seas

Sour Cream

Breakstone's

Knudsen

Spoonable Dressing

Kraft Mayo

Miracle Whip

Steak Sauce, Marinade, Worcestershire

A. 1.

Stuffing Mix

Stove Top

Toaster Pastries

Kool Stuf

Yogurt

Breyers*

Jell-O

Light n' Lively

Snacks

Cookies

Barnum's Animals

Biscos

Café Creme

Cameo

Chips Ahoy!

Crispin (Puerto Rico only)

Dad's

Danish (Puerto Rico only)

Famous Chocolate Wafers

Family Favorites

Old Fashioned

Ginger Snaps

Hony Bran (Puerto Rico only)

Konitos (Puerto Rico only)

Lorna Doone

Mallomars

Marshmallow Twirls

Nabisco (Puerto Rico only)

National Arrowroot

Newtons

Nilla

Nutter Butter

Oreo

Peak Freans

Pecan Passion

Pecanz

Pinwheels

SnackWell's

Social Tea

Stella D'oro

Sweetie Pie (Puerto Rico only)

Teddy Grahams

Wild Thornberry's

TOBACCO SUBSIDIARY PRODUCTS

Philip Morris / Altria

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occurs.

*Crackers

Air Crisps
Better Cheddars
Cheese Nips
Club Social (Puerto Rico only)
Crown Pilot
Doo Dad
Flavor Crisps
Harvest Crisps
Honey Maid
Nabisco Grahams
Nabs
Premium
Ritz
Royal Lunch
SnackWell's
Stoned Wheat Thins
Sportz (Puerto Rico only)
Sultana (Puerto Rico only)
Triscuit
Uneeda
Wheatsworth
Wheat Thins
Zwieback

Ice Cream Cones

Comet Cups

Packaged Food Combinations

Handi-Snacks
Lunchables

Refrigerated Ready-to-Eat Desserts

Jell-O
Handi-Snacks

Snack Nuts

Corn Nuts
PB Crisps
Planters

Sugar Confectionery

Altoids
Callard & Bowser
CremeSavers
Jet-Puffed
Kraft Caramels
Life Savers
Milka L'il Scoops
Nabisco Fun Fruits
Terry's
Tobler
Toblerone
Trolli

Miller Brands**

Miller Beer
Miller Genuine Draft
Miller High Life
Sharp's non-alcohol brew
Milwaukee's Best
Meister Brau
Magnum Malt Liquor
Henry Weinhard's
Hamm's
Olde English 800 Malt Liquor
Mickey's Malt Liquor
Red Dog
ICEHOUSE
Southpaw
Leinenkugel
Celis
Pale Rider
Shipyard Export Ale
Goat Island Ale
Fuggles Pale Ale
Old Thumper Extra Special Ale
Blue Fin Stout
Longfellow Ale
Mystic Seaport Pale Ale
Chamberlain Pale Ale
Sirius
Prelude Ale
Molson
Foster's Lager
Sheaf Stout
Presidente
Shanghai

*Kraft is the distributor for these brands:

-Breyers is a registered trademark owned and licensed by Unilever, N.V.
-Capri Sun is a registered trademark of Rudolf Wild GmbH & Co. KG, used under license.
-California Pizza Kitchen is a trademark owned and licensed by California Pizza Kitchen, Inc.
-Jenny Craig is a registered trademark of Jenny Craig, Inc., used under license.
-Pebbles is a registered trademark of Hanna-Barbera Productions, Inc. Licensed by Hanna-Barbera Productions, Inc.
-Starbucks is a registered trademark of Starbucks U.S. Brands Corporation.
-Nickelodeon and all related titles, characters and logos are trademarks owned and licensed by Viacom International Inc. All rights reserved.
-Taco Bell is a registered trademark owned and licensed by Taco Bell Corp.

**Altria Group, Inc. holds a 36% economic interest in SABMiller plc as a result of the 2002 Miller Brewing Company merger into South African Breweries plc, which formed SABMiller plc, the world's second-largest brewer.

TOBACCO SUBSIDIARY PRODUCTS
United States Smokeless Tobacco Company

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occurs.

Wines

Chateau Ste. Michelle
Columbia Crest
Domaine Ste. Michelle
Villa Mt. Eden
Conn Creek
Northstar
Snoqualmie

INTELLECTUAL PROPERTY RIGHTS

The following is the intellectual property rights language in the CDHS/TCS grant:

- a. Contractor shall grant to CDHS/TCS, as permitted in California Civil Code, Section 982, ownership in any original work of authorship created, provided, or produced under this agreement that is not fixed in any tangible medium of expression.
- b. Subject to terms, conditions, and limitations contained in this agreement and subject to the performance of all terms and conditions stated in this agreement, CDHS/TCS grants to the Contractor a non-exclusive license to use, duplicate, distribute, and permit others to use Works created, produced or developed under this agreement for the purpose of carrying out the terms and conditions of this agreement, consistent with any limitations set forth in this agreement.
- c. If the Contractor enters into any agreement or subcontract with another party in order to perform this agreement, Contractor shall require the other party to grant CDHS/TCS ownership in any original work or authorship created, provided, or produced by the subcontractor, Contractor or CDHS/TCS under this agreement that is not fixed in any tangible medium of expression, as permitted under California Civil Code Section 982.
- d. During the contracting phase of this process, CDHS/TCS shall negotiate with the Contractor to determine the number of camera-ready and completed versions of each deliverable CDHS/TCS will receive. It is anticipated that CDHS/TCS will use deliverables in future tobacco control programs.
- e. **Ownership**
 - (1) Except where CDHS/TCS has agreed in a signed writing to accept a license, CDHS/TCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDHS/TCS and which result directly or indirectly from this agreement.
 - (2) For the purposes of this agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of United States, or any other state, country, or jurisdiction.

- (a) For the purposes of the definition of Intellectual Property, “works” means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this agreement. In addition, under this agreement, Contractor may access and utilize certain of CDHS/TCS’ Intellectual Property in existence prior to the effective date of this agreement. Except as otherwise set forth herein, Contractor shall not use any of CDHS/TCS’ Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDHS/TCS. **Except as otherwise set forth herein, neither the Contractor nor CDHS/TCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDHS/TCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDHS/TCS in the third-party’s license agreement.
- (4) Contractor agrees to cooperate with CDHS/TCS in establishing or maintaining CDHS/TCS’ exclusive rights in the Intellectual Property, and in assuring CDHS/TCS’ sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this agreement, Contractor shall require the terms of the agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDHS/TCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDHS/TCS and which result directly or indirectly from this agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with CDHS/TCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDHS/TCS’ Intellectual Property rights and interests.

f. Retained Rights/License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDHS/TCS and which result directly or indirectly from this agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this agreement. Contractor hereby grants to CDHS/TCS without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor’s Intellectual Property with the right to

sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this agreement, unless Contractor assigns all rights, title, and interest in the Intellectual Property as set forth herein.

- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDHS/TCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

g. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works (as defined in Section a, subparagraph (2)(a) of this provision) of authorship made by or on behalf of Contractor in connection with Contractor's performance of this agreement shall be deemed "works made for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDHS/TCS to any work product made, conceived, derived from, or reduced to practice by Contractor or CDHS/TCS and which result directly or indirectly from this agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDHS/TCS and which result directly or indirectly from this agreement, shall include CDHS/TCS' notice of copyright, which shall read in 3mm or larger typeface: "© 2005, State of California, Department of Health Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

h. Patent Rights

With respect to inventions made by Contractor in the performance of this agreement, which did not result from research and development specifically included in the agreement's scope of work, Contractor hereby grants to CDHS/TCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the agreement's scope of work, then Contractor agrees to assign to CDHS/TCS, without additional compensation, all its right, title and interest in and to such inventions and to assist CDHS/TCS in securing United States and foreign patents with respect thereto.

i. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first:

(i) obtaining CDHS/TCS' prior written approval; and (ii) granting to or obtaining for CDHS/TCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this agreement. If such a license upon these terms is unattainable, and CDHS/TCS determines that the Intellectual Property should be included in or is required for Contractor's performance of this agreement, Contractor shall obtain a license under terms acceptable to CDHS/TCS.

j. Warranties

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this agreement;
- (b) It has secured or will secure all rights and licenses necessary for its performance of this agreement.
- (c) Neither Contractor's performance of this agreement, nor the exercise by either Party of the rights granted in this agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDHS/TCS and which result directly or indirectly from this agreement will infringe upon or violate Any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDHS/TCS in this agreement.
- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h) It has not knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this agreement.

- (2) CDHS/TCS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

k. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless CDHS/TCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products. ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property, infringement, or any other type of actual or alleged infringement claim, arising out of CDHS/TCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDHS/TCS and which result directly or indirectly from this agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark, or copyright registration that issued after the effective date of this agreement. CDHS/TCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDHS/TCS.
- (2) Should any Intellectual Property licensed by the Contractor to CDHS/TCS under this agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDHS/TCS' right to use the licensed Intellectual Property in accordance with this agreement at no expense to CDHS/TCS. CDHS/TCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDHS/TCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonable available, CDHS/TCS shall be entitled to a refund of all monies paid under this agreement without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate CDHS/TCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDHS/TCS would suffer irreparable harm in the event of such breach and agrees CDHS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

I. Federal Funding

In any agreement funded in whole or in part by the federal government, CDHS/TCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

m. Survival

The provisions set forth herein shall survive any termination or expiration of this agreement or any project schedule.

Exhibit A

Scope of Work Instructions Sample

Grantee Name: Agency XYZ

Phase I

| | | | | | | | |
|---|--|---|--|--|---|------------------------------|--------------------------|
| Project Name: State the project name | Revision Date: October 1, 2005 | | | | Report Period: <i>Leave Blank</i> | | |
| Objectives/Activities/Evaluation In outline format state each objective first, and then describe the activities and number accordingly. Please refer to the RFA instructions for the required objectives and activities that should be included in your Scope of Work | © | Payment for required tasks | Start/ End Date | Responsible Party | Tracking Measures | For Progress Report Use Only | |
| | | | | | | Document Number/ Letter | Actual Date(s) Completed |
| <u>Example</u> Objective 1: By February 28, 2006, conduct a community needs assessment in the ABC community that addresses the tobacco control needs of the Low SES population using the CX for Priority Populations Planning Guide. | Indicate if the activity involves development of a product such as a brochure, poster, ad, manual, etc. for which there should be a copyright by placing the sign "©". | List the payments for each grouping of required activities. | List the start and end dates that you will complete the activities. For required activities, include the dates already provided in the RFA instructions. | Identify who is responsible for conducting or participating in the major activities. Please list the same position title used in the Budget. Plan. If using acronyms, please indicate what the acronym stands for. | Describe the tracking measures which document that the process oriented activities were completed. Examples of tracking measures include: sign-in sheets, press releases, survey instruments, evaluation reports, etc. Some tracking measures, such as meeting notes, individual registration forms completed, and others may be kept "on file in office." Place a plus sign (+) beside the tracking measure you would like to keep on file in your office. <u>These items must be on file in the event of an audit.</u> | | |
| Activities State the required and optional activities to achieve each objective. Number the activities and place in chronological order. | | | | | | | |
| <u>Example</u> 1. Recruit 6-10 members to participate in the ABC community planning group. Members will be recruited from local... | | Activities 1-6= \$15,000 | 10/01/05 to 10/31/05 | Project Coordinator | Planning Group Member List | | |

BUDGET PLAN SAMPLE

AGENCY NAME: LOCAL COMMUNITY SERVICES, INC.
 CONTRACT NUMBER: RFA TCS 05-102
 TERM: OCTOBER 1, 2005-JUNE 30, 2008

Revision Date: _____

FY 05/06

A. SALARY COSTS

| | |
|---|-----------------|
| <p>1. Project Director \$4,200-\$4,500 paid monthly x 100% x 9 pps</p> <p>Project Director for the tobacco control program. Responsibilities include overall planning, supervision, development, training, report writing, fiscal and general coordination of the project. Monitors the project budget, maintains liaison with CDHS/TCS Program Consultant and Contract Manager. Approves budget, payment request, staff changes, ensures timely progress on contract obligations, and other duties as required.</p> | <p>\$37,800</p> |
| <p>2. Project Coordinator \$3,500--\$3,900 paid monthly x 100% x 9 pps</p> <p>Under supervision of the Project Director, responsible for coordinating the tobacco program's survey and focus group activities, schedules meetings, trainings, and other duties as required. Oversees consulting services for the needs assessment.</p> | <p>\$31,500</p> |

CONTINUE THE BUDGET JUSTIFICATION IN THIS FORMAT AND ADDRESS EVERY LINE ITEM WITHIN EACH CATEGORY.

COMPARABLE STATE CIVIL SERVICE CLASSIFICATIONS

| State Classification Title | Comparable Title | Comparable Monthly Salary |
|--|--|----------------------------------|
| Health Education Consultant III Specialist | Project Director | \$4,746-\$5,768 |
| Health Education Consultant II | Senior Health Educator or Assistant Project Director | \$4,194-\$5,243 |
| Health Education Consultant I | Health Educator or Health Education Assistant | \$3,487-\$4,346 |
| Administrative Assistant I | Program Coordinator/Assistant | \$3,575-\$4,347 |
| Office Services Supervisor II | Office Manager | \$2,759-\$3,355 |
| Management Services Technician | Community Health Worker | \$2,632-\$3,201 |
| Research Scientist II | Evaluation Consultant | \$4,960-\$5,984 |
| Research Scientist I | Evaluation Consultant | \$4,516-\$5,448 |
| Associate Governmental Program Analyst | Research Analyst II | \$4,111-\$4,997 |

CONTRACT UNIFORMITY

(Applicable only to non-profit organizations)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, the California Department of Health Services sets forth the following policies, procedures, and guidelines regarding fringe benefits.

1. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
2. As used herein, fringe benefits do not include:
 - a. Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty, and/or military leave/training.
 - b. Director's and executive committee member's fees
 - c. Incentive awards and/or bonus incentive pay
 - d. Allowance for off-site pay
 - e. Location allowances
 - f. Hardship pay
 - g. Cost-of-living differentials
3. Specific allowable fringe benefits include:
 - a. Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental, and vision), unemployment insurance, workers compensation insurance and the employers share of pension/retirement plans provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
4. To be an allowable fringe benefit, the cost must meet the following criteria:
 - a. Be necessary and reasonable for the performance of the agreement.
 - b. Be determined in accordance with generally accepted accounting principles.
 - c. Be consistent with policies that apply uniformly to all activities of the Contractor.
5. Contractor agrees that all fringe benefits shall be at actual cost.
6. Earned/accrued Compensation.
 - a. Compensation for vacation, sick leave, and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave, and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs (See example on page 2)
 - b. For multiple year contracts, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the agreement. Holidays cannot be carried over from one contract year to the next. (See example on page 2).
 - c. For single year agreements, vacation, sick leave, and holiday compensation which is earned/accrued but not paid, due to employee(s) not taking time off within the agreement term, cannot be claimed as an allowable cost (See example on page 2).

Contract Uniformity
Earned/Accrued Compensation Examples

Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a contract period of one year. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of the agreement, the Contractor during a one-year agreement term may only claim up to three weeks of vacation and twelve days of sick leave actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the agreement are not an allowable cost.

Example No. 2:

If during a three-year (multiple year) agreement John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

Example No. 3:

If during a single year agreement, John Doe, works fifty weeks and uses one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDHS/TCS the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

Travel Reimbursement Information

Effective July 1, 2004

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontractor" have the same meaning as "grantee" and/or "subgrantee" where applicable.
 - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to Department of Personnel Administration (DPA) lodging rates may be approved by CDHS/TCS upon the receipt of a statement on/with an invoice indicating that such rates are not available.
 - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of special assignments. Headquarters may be individually established for each traveler and approved verbally by the program funding the agreement. Verbal approval shall be followed up in writing or email.
 - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on page 2 of this exhibit to determine the reimbursement allowance. All lodging must be receipted. If contractor does not present receipts, lodging will not be reimbursed.

(1) Lodging (with receipts):

| Travel Location / Area | Reimbursement Rate |
|--|--------------------|
| Statewide Non-High Cost Area (excluding the counties identified below) | \$ 84.00 plus tax |
| Counties of Los Angeles and San Diego | \$110.00 plus tax |
| Counties of Alameda, San Francisco, San Mateo, and Santa Clara | \$140 plus tax |

Reimbursement for actual lodging expenses exceeding the above amounts may be allowed with the advance written approval of the Deputy Director of the Department of Health Services or his or her designee. Receipts are required. Receipts from Internet lodging reservation services such as Priceline.com, which require prepayment to that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

- (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum.

| Meal / Expense | Reimbursement Rate |
|----------------|--------------------|
| Breakfast | \$ 6.00 |
| Lunch | \$ 10.00 |
| Dinner | \$ 18.00 |
| Incidental | \$ 6.00 |

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior CDHS/TCS written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on page 2 of this exhibit.

Travel Reimbursement Information (continued)

- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.
2. If any of the reimbursement rates stated herein are changed by DPA formal contract amendment will be required to incorporate the new rates. However, CDHS/TCS shall inform the contractor, in writing, of the revised travel reimbursement rates.
 3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
 4. **Note on use of autos:** If a contractor uses his or her car for transportation, the rate of pay will be **34 cents** maximum per mile. If the contractor is a person with a disability who must operate a motor vehicle on official state business and who can operate only specially equipped or modified vehicles may claim up to **37 cents** per mile. If a contractor uses his or her car "in lieu of" air fair, the air coach fair will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the state. Gasoline and routine automobile repair expenses are not reimbursable.
 5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
 6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

Travel Reimbursement Guide

| Length of travel period | This condition exists... | Allowable Meal(s) |
|--|---|------------------------------|
| Less than 24 hours | Travel begins at 6:00 a.m. or earlier and continues until 9:00 a.m. or later. | Breakfast |
| Less than 24 hours | <ul style="list-style-type: none"> Travel period ends at least one hour after the regularly scheduled workday ends, or Travel period begins prior to or at 5:00 p.m. and continues beyond 7:00 p.m. | Dinner |
| 24 hours | Travel period is a full 24-hour period determined by the time that the travel period begins and ends. | Breakfast, lunch, and dinner |
| Last fractional part of more than 24 hours | Travel period is more than 24 hours and traveler returns at or after 8:00 a.m. | Breakfast |
| | Travel period is more than 24 hours and traveler returns at or after 2:00 p.m. | Lunch |
| | Travel period is more than 24 hours and traveler returns at or after 7:00 p.m. | Dinner |

7. At CDHS/TCS' discretion, changes or revisions made by CDHS/TCS to this illustration, excluding travel policy established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information illustrations is attached, incorporated by reference, or applied by CDHS/TCS program policy.